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CURRENT TOPICS.

WE NEED hardly call the attention of our readers to the excellent discussion as to the Land Transfer Act, 1897, which took place at the recent meeting of the Incorporated Law Society, and which we report fully elsewhere. It will be observed with satisfaction that the Council are in complete accord with Mr. RUBINSTEIN's motion, but we rather wish that some member of that body had expressed his views on the Act. But we do not grow officials in London of the vigorous and outspoken type of the president of the Leeds Law Society.

THE RATHER furious attack on the grant to the Incorporated Law Society which was made in the House of Commons on Friday in last week met with a conclusive answer from Sir H. FOWLER, and fortunately proved unsuccessful, the amendment being negatived by a majority of seventy-four. It was carefully explained that the Statutory Committee, towards the expenses of which the grant was made, had been in existence for twelve years, and during eleven of those years heard 1,242 applications; that only eight of their reports had been overruled by the Divisional Court, and that, while there had been eleven appeals, in only two cases had they been successful. Notwithstanding this, it is to be noticed with regret that no fewer than ninety-four members voted for the amendment. This can only be ascribed to the unreasoning prejudice against solicitors created by recent unhappy events.

IT IS STATED that a committee of judges of the King's Bench Division has been appointed to consider the present method of conducting the business of that division, and that they are engaged in preparing a scheme for a partial rearrangement of the circuits, so as to enable a fixed number of judges to sit in London continuously during the holding of the assizes. It may be presumed that the appointment of this committee is a somewhat belated recognition of the joint report on the subject of the Bar Council and the Council of the Incorporated Law Society, which was adopted in December, 1899.

IN LIKE manner we may perhaps ascribe the appointment of a committee, consisting of judges and officials at the Law Courts, to consider the subject of taxation in the various divisions of the Supreme Court to the report on the subject of

the Council of the Incorporated Law Society in December, 1892, which was adopted and emphasized by a report of the Bar Council in 1899. The gist of the conclusions arrived at by these bodies was that the methods of taxation differed in the Chancery and Queen's Bench Divisions, and that the present scale of costs allowed was unsatisfactory. The latter conclusion involves the matter of real importance, since, as was explained at the time, it means that the successful party, if he is awarded costs, ought to be indemnified in respect of all expenses reasonably and properly incurred. It may be hoped that this principle, which has not only been approved by the representative bodies of both branches of the profession but has also been frequently suggested from the bench, will be considered by the committee. As we have remarked before, it is hopeless to expect uniformity of method in taxation until this broad and intelligible principle is prescribed as the basis of procedure.

THE STATE of the business in the Court of Appeal came up for discussion in the House of Commons on Friday in last week, when the Attorney-General "expressed the hope" that the arrears "were due to a cause which was not permanent in its operation—namely, illness among the Lords Justices. He further hoped that the recurrence of illness would not be so great as, unfortunately, it had been lately." As we are bound to accept this official statement of the whole and real cause of the arrears, we can only join in the pious hope expressed by the Attorney-General. At the same time we may be allowed to express our sympathy with the learned Lords Justices with regard to the mysterious malady which appears to have attacked them on each Saturday during the Hilary Sittings. On the Friday they seemed to be in their usual health up to the time of rising; but on the following day they were all, according to the Attorney-General, smitten with an ailment which disabled them from attending in court; nevertheless, on the following Monday they were all again on the bench, rubicund and cheerful and apparently all the better for their Saturday attack. We have in vain attempted, with our limited knowledge of medical science, to diagnose this singular malady. The Attorney-General was certainly correct in saying that it "was not permanent in its operation"; it is plainly intermittent, and recurs with a regularity unsurpassed by any tropical disease.

MR. JUSTICE BUCKLEY, on Tuesday, called attention to the number of cases in the cause list in which no pleadings had been delivered. He said that there were twelve cases standing over on this ground. The earliest of these cases was set down so long ago as the 24th of February, 1898; another was set down in December, 1898, another in 1899, and the rest in 1900. There was an order which allowed actions to be set down without the pleadings being then delivered, it being sufficient if the pleadings were delivered before the cases came on for trial. This was, no doubt, a convenient practice at that time, because the cause lists were then somewhat congested, a state of things which he was glad to say no longer existed. He had conferred with some of his brethren, and they agreed that this practice ought to cease, as it now only opened the door to abuse and delay, for an action set down in February, 1898, and not since proceeded with, was presumably ineffective. He had ordered the twelve actions to be taken out of the cause list and a notice stating their names and other particulars to be affixed to the notice boards of the court, and he desired the solicitors in these cases to communicate with his clerk and inform him whether the cases were effective or non-effective with a view to striking out of the cause lists such of them as had become non-effective and giving directions for the trial of such of them as remained.

THE SOLICITORS BILL, which has been introduced in the House of Lords by Lord ALVERSTON and read a second time, is intended to avoid the difficulty which has arisen over the question of the renewal of certificates to solicitors who are undischarged bankrupts. It was held long ago that bankruptcy is in itself no disqualification in a solicitor (*Ex parte Brown*, 2 Ves., p. 68), and under section 23 of the Solicitors Act, 1843, it is not at all clear that the registrar of solicitors—that is, the Incorporated Law

Society—has any power to refuse to renew a certificate save only in a case of disputed identity. It was held, however, in *Re A Solicitor* (47 W. R. 575), that, upon the construction of sections 23 and 24 together, the registrar has power to refuse renewal upon any ground which he considers sufficient, leaving the applicant to appeal to the Master of the Rolls, who, under the later section, may make such order in the matter as shall be just. In that case the applicant had been suspended and had become bankrupt during the period of suspension, but the question as to the right of renewal was the same as in an ordinary case, and the Council of the Incorporated Law Society deemed themselves justified in acting upon the decision when applications for renewal were made at the end of last year. As is well known, they refused to renew certificates to a number of solicitors who were undischarged bankrupts, leaving them to their right of appeal. The Master of the Rolls, however, seems to have been doubtful as to the decision in question, and he renewed all the certificates as of course, intimating, however, that he should accept the decision on the next occasion of renewal unless steps to reverse it had been taken in the meantime. How this could be done within the year when all certificates had been renewed is not clear, but any question as to the true construction of section 23 of the Act of 1843 will be avoided if the present Bill becomes law.

THE BILL consists of three clauses only. The first gives the short title—the Solicitors Act, 1901—and groups together the Solicitors Acts, 1839 to 1901. The second clause provides that "if any solicitor applying for the renewal of his certificate is at the time of such application an undischarged bankrupt, it shall be lawful for the Incorporated Law Society, as the registrar of solicitors, to suspend the issue to him of the annual certificate required by law to be obtained by every practising solicitor. Such solicitor may appeal to the Master of the Rolls, who may in his discretion either affirm the decision of the said registrar, or may direct him to issue a certificate on such terms and conditions (if any) as the Master of the Rolls may think fit." The third clause gives the registrar of solicitors power to inspect the file of the bankruptcy proceedings relating to any solicitor. It will thus be seen that the Bill proposes to set at rest any question as to the power of the Incorporated Law Society to refuse renewal of certificates to undischarged bankrupts by giving such power in express terms, preserving at the same time the right of the applicant to appeal to the Master of the Rolls. We believe that the Council of the Incorporated Law Society had some idea last year of applying the same treatment to solicitors who had executed deeds of arrangement, but there seems to be no valid reason for interfering in such cases, and at any rate the Bill is restricted to bankruptcy. After recent discussion of the subject it would have been impossible to take no notice of the bankruptcy of a solicitor who is applying for the renewal of his certificate, and the only satisfactory way of dealing with the doubts raised by the decision referred to above is, as we have already suggested, to give a statutory discretion to the Council subject to appeal. This will be done if the present Bill becomes law.

ONCE AGAIN public attention has been called to the danger of boxing matches, by the death of one of the competitors in such a match. It was a perfectly fair contest. The competitors wore the gloves ordinarily used in such matches, and there was no allegation of any sort of undue violence. It was proved at the inquest that hundreds of contests take place under similar conditions without anyone being in any way injured. In this case, however, the deceased seems to have ruptured a blood-vessel in the brain by falling, and so came by his death. Now, boxing conducted under proper restrictions is not contrary to law, as has been well established. The restrictions, however, must be proper—that is, they must be sufficient to provide that any injury shall be very unlikely. It is quite impossible to do away with danger entirely. In all sports where activity and strength are of consequence, and where those engaged come into personal contact with one

another, there must be a considerable element of danger. A fall is always dangerous in some small degree, but a fall of itself is very unlikely to cause serious injury. A deliberate infringement of the rules of a sport, leading to injury, is, of course, unlawful, for the injured person only engages in the sport on condition that the rules are observed, and an act to which he does not consent is an assault. On the other hand, no rules can make an act lawful which is likely to cause injury. The legality or otherwise, therefore, of any particular boxing match, fairly conducted, depends on whether the rules of the match are such as to guard against danger as far as is reasonably possible. The circumstances of the recent case are almost exactly similar to those in the case of *Reg. v. Young* (10 Cox 371), though probably the gloves were of a different weight. In that case BRAMWELL, B., held that there was nothing unlawful in the contest, as the medical evidence showed there was nothing which made the sport likely to cause injury. He added further that, although there was no danger in the original encounter, still if the men fought until they were in such a state of exhaustion that it was probable they would fall, and fall dangerously, and if death ensued from that, it might amount to manslaughter. In the recent case it was proved that, by padding the floor and posts of the ring, a great deal was done to break the force of any fall. The gloves, however, used in such matches are nowadays extremely light, and it must always be an important question of fact in such cases whether they are heavy enough. It is quite immaterial whether they are lighter than the rules allow or not. The question must be whether they are of sufficient substance to mitigate the force of a hard blow sufficiently to make such blow harmless as a rule.

IN CONSEQUENCE of the marked depreciation during the last few years of the rate of interest which can be obtained on trustee investments, a question frequently arises as to the powers of trustees to consent to a reduction of the rate of interest on mortgage securities included in the trust, and created at a time when higher rates of interest prevailed. As a general rule, it is conceived that the question may be decided on the same principles as those applicable to a request to mortgagee-trustees to release part of the mortgaged land from the security—a thing which trustees may never do for the mere convenience of the mortgagor, but only when they can show that the act was calculated to promote the interests of the *cestuis que trust*—e.g., when the alternative would be the payment off of a sum of money earning good interest, which would be amply secured by the land which it is proposed should remain unreleased. Even then it appears to be the prevailing opinion of conveyancers that the transaction is really to be regarded as, in effect, an act done in exercise of the trustees' powers of varying securities and investing on mortgage, and as being tantamount to repayment of the mortgage money, and its reinvestment by the trustees on a mortgage of the property retained. On this latter view—namely, that the transaction is practically a new investment—the trustees should probably, even in a case where the only change proposed is a reduction in the rate of interest, have a revaluation of the property made, unless it has been somewhat recently valued. If the case is one where the security came originally into the trust in its existing state with (*inter alia*) its existing interest, it would, it is thought, be somewhat dangerous to rely, for the protection of the trustees in respect of its retention at a reduced rate of interest, on any ordinary power to postpone conversion of settled securities, or on a power, such as is frequently given, to retain existing securities without being responsible for any loss thereby occasioned, inasmuch as it would have ceased to have one at least of the characteristics of the original security, and such clauses as to retention are rather strictly construed: cf. *Re Morris* (33 W. R. 445), *Re Tucker* (42 W. R. 266; 1894, 1 Ch. 733). The security with the new rate of interest would not in every detail be the "existing security," the retention of which the settlor had authorized; and, capricious as it might seem to be to hold that an investment is less suitable only because the rate of interest is reduced, yet a settlor has a right to be capricious, and the question is

not one of suitability or safety, but of construction. It is even conceivable that a settlor might be content to have an investment retained because of its high rate of interest, but that he would desire to have it called in if it lacked this compensation for a somewhat doubtful security for the principal. At any rate, it would be prudent, it is thought, for trustees under such circumstances to decline to consent to any reduction of interest, unless the mortgagor threatens, on non-acceptance of his proposal, to pay off, or to procure a transfer of, the mortgage, and the trustees had satisfied themselves, by a timely valuation, that the property would be a good security for the principal debt with interest at the reduced rate, such interest also being at least as high as that which they would as a rule obtain on other investments authorized by the trust.

AN INTERESTING point as to the liability of railway companies in respect of the unpunctuality of their trains arose before a Divisional Court on the 30th ult. in *Duckworth v. Lancashire and Yorkshire Railway Co.* (reported elsewhere). The action was brought in a county court to recover damages for loss of a day's wages incurred by the plaintiff in consequence of one of the defendants' trains having arrived at its destination so long after the advertised time as to prevent him from reaching his work at the proper hour. The plaintiff's railway ticket referred to conditions in the time-table which stated that the departure or arrival of trains at the advertised times are not guaranteed, "nor will the company under any circumstances be held responsible for delay or detention however occasioned, or any consequences arising therefrom." The county court judge held that this condition did not protect the company, and he gave judgment for the plaintiff. A similar condition was considered by the Court of Appeal in *Le Blanche v. London and North-Western Railway Co.* (1 O. P. D. 286), in which CLEASBY, B., held that the condition was an absolute protection, while the majority of the court (which included JAMES and MELLISH, L.JJ.) held that the words which occurred in the condition then under consideration—"every attention will be paid to insure punctuality as far as possible"—imported a contract to use due attention to keep to the advertised times as far as possible; they implied that in the absence of these words their decision would have been different. No such words as these occurred in the condition of the Lancashire and Yorkshire Railway Co., and the court (LORD ALVERSTONE, C.J., and LAWRENCE, J.), feeling bound by the views expressed in the earlier case, allowed the appeal. Leave to go to the Court of Appeal was granted, and it may be hoped that a direct decision of that court may be obtained on so important a point.

THE APPLICATION of section 74 of the London Building Act, which is intended to secure the construction of buildings in such a way as to guard against danger from fire, has been limited by two recent decisions of the courts. The section contains a provision as to buildings of certain dimensions which are "used in part for purposes of trade or manufacture, and in part as a dwelling-house," for the separation of the two parts by walls and floors constructed of fire-resisting materials and for the similar construction of passages and staircases by which the part used as a dwelling-house is approached. In *Curritt v. Godson* (1899, 2 Q. B. 193) the question was whether a fully-licensed public-house certain rooms of which were used for residential purposes came within the section. DAY and LAWRENCE, JJ., held that there could be no conviction under the section for two reasons—first, because the licence extended to the whole house, and it could not be said that a part of it only was used for purposes of trade; and secondly, because the house in question had an open yard which communicated with the living rooms by a staircase constructed of the proper materials. In *Dicksee v. Hoskins*, decided by the Lord Chief Justice and LAWRENCE, J., last week, the latter circumstance was not present, but the court held that the section did not apply to a building licensed generally for a certain trade, although certain rooms were used as a dwelling. These decisions are of importance having regard to the large number of licensed houses to which they apply.

IN THE CASE of *Davies v. Hunters, the Teamen (Limited)*, an action tried in the Hereford County Court last week, the plaintiff was a builder and sought to recover the cost of specifications for work required to be done on the defendants' premises. The facts were that the defendants, proposing to convert two small shops into one, asked the plaintiff to inspect the premises and give them an estimate of the probable cost of the work. The defendants having no plans or specifications, the plaintiff found it necessary to take measurements, which occupied him, according to his evidence, some hours. He afterwards prepared specifications from these measurements and sent the defendants an estimate. The defendants, however, employed another builder to do the work, and, when the plaintiff claimed from them the price of the specifications, wrote in reply that it was customary to send in estimates free. We believe that, when the work is of an important character, it is not usual for builders to make a tender without being supplied with quantities, but it sometimes happens that a single builder will himself incur the expense thinking that in due course he will obtain the contract. In the present case the plaintiff could not, as a general proposition, contend that anyone who asks for an estimate from a contractor impliedly agrees to pay him any expenses to which he may be put in preparing it. He could only contend that, where the estimate involves work of an extraordinary character, such as the preparation of specifications, there was some evidence of a contract to pay for the extra labour. But the county court judge had little difficulty in deciding against this contention. He held that the plaintiff could not recover without some promise to remunerate him for his trouble, and that no such promise was proved.

A CORRESPONDENT, whose letter we print elsewhere, suggests that difficulty may arise in dealing with registered land where the registered proprietors are trustees, on the ground that the effect of rule 185 of the Land Transfer Rules is to place notice of the trust on the register. That such notice is constructively given seems to be plain. The rule requires that, in the case of joint proprietors, the registrar shall make an entry in the register restraining transfer when the number of proprietors is reduced to one, unless they shew that they are entitled for their own benefit, or that under their trust instrument a sole trustee can dispose of the land. It follows that, whenever the prescribed entry is made, the joint proprietors do not get the benefit of the usual conveyancing rule under which land is vested in the trustees jointly without notice of the trust, and from the nature of the entry it is to be inferred that the land is affected with a trust. But, with deference to the view expressed by our correspondent, we should say that any difficulty which might arise under this head is avoided by the express enactment, which, by the first schedule to the Land Transfer Act, 1897, was substituted for section 83 (i.) of the Act of 1875. "Neither the registrar," it is now provided, "nor any person dealing with registered land or a charge shall be affected with notice of a trust, express, implied, or constructive; and references to trusts shall, as far as possible, be excluded from the register." It is thus recognized that, to some extent, references to trusts may occur on the register, and yet, even so, notice of the trust shall not affect a person dealing with the land. *A fortiori*, it would seem, such a person will not be affected by the constructive notice he would get from the entry restraining transfer by the survivor of two joint proprietors. Probably this is the answer to the point raised by our correspondent.

A meeting was held last week to decide the course to be taken by the Chancery bar in the forthcoming election to the General Council of the Bar. Mr. Warrington, K.C., was in the chair. After some discussion it was decided that the Chancery bar should send as their candidates five King's Counsel and three members of the junior bar—namely, of the inner bar, Messrs. Levett, Butcher, Jenkins, Hughes, and Norton; and of the outer, Messrs. MacSweeney, Howard Wright, and R. B. Phillpotts. A discussion ensued as to the Long Vacation, a proposal being made that it should be an instruction to the candidates to support in the council the resolution passed the other day at the general meeting of the bar, in favour of the Long Vacation's beginning on the 1st of August. The meeting was adjourned.

THE "HAMMER PRICE."

TRANSACTIONS on the Stock Exchange, especially when complicated by the defaulting of a broker necessitating the intervention of the official assignee for the adjustment of his dealings, possess something of the mysterious for the ordinary member of the public who has not been initiated into the secret of those mysteries by practical experience. But the large amount of litigation which has recently been before the courts between members of the Stock Exchange and outside members of the public has amply demonstrated that even members of the Stock Exchange themselves and their habitual clients are not at all clear as to their mutual rights and obligations when the ordinary Stock Exchange transaction is complicated by the failure of a member of the house to meet his obligations and his consequent declaration as a defaulter. It may be useful, then, and conducive to a clearer understanding of these matters, to consider this question in the light of recent decisions with a view to crystallizing the main points of importance which result from such a situation.

The key to most of the difficulties created by the failure of a broker to meet his engagements is for the most part supplied by a clear understanding of the true relations existing between broker and jobber and broker and client respectively. It must be remembered that in ordinary Stock Exchange transactions the relation between a broker and his client is the ordinary commercial relationship of principal and agent, and subject to the same incidents. But the broker holds a dual position when he enters into a contract with a jobber. The broker and jobber are *inter se* principals, and the broker is also acting as agent for an undisclosed principal, his client.

Having regard to this dual relationship of the broker, upon his default different consequences will result in respect of the different relationships in which he is placed. Now, in every case of default, so far as the rights and obligations of the broker and jobber are concerned, the controlling factor is the "hammer price." Though a familiar enough term to those engaged in Stock Exchange transactions, it may be as well to recall exactly what the "hammer price" is. Upon a broker failing to meet his engagements, the official assignee of the Stock Exchange declares him a defaulter, or, as the popular expression has it, "hammers" him. The effect of this is that all transactions between the defaulter and the other members of the Stock Exchange are closed at what is called the "hammer price." This price is publicly fixed by the official assignee in accordance with the rules of the Stock Exchange, and is the price current in the market immediately before the defaulter is declared. The differences resulting from this artificial closing are paid to or claimed from the official assignee as the case may be. The clearest and fullest exposition of the practical working of this system is to be found in the evidence given by members of the Stock Exchange in *Re Plumby* (13 Ch. D., at pp. 673, 674) and the evidence of the official assignee in *Hartas v. Ribbons* (37 W. R. 278).

Now it must be remembered that the settlement which takes place at the "hammer price" is an artificial settlement, at an artificial price, in accordance with special Stock Exchange rules. For this purpose the Stock Exchange is, as it was put in *Tomkins v. Saffrey* (3 A. C. 213), a domestic forum for the settlement of its own affairs, and its rules are only applicable to Stock Exchange transactions and binding upon its own members. The whole purpose and effect of this artificial settlement is, as KENNEDY, J., pointed out in *Beckhouson v. Hamblett* (1900, 2 Q. B. 18), to adjust the accounts of the members *inter se*, dropping the defaulter, by reason of his default, out of the bargains in which he has been one of the contracting parties. The "hammer price," then, is the price officially fixed by the official assignee of the Stock Exchange for the artificial settlement of the defaulter's dealings with his fellow members.

Now what is the effect (if any) of this artificial settlement upon the transactions existing between the broker and his client? It was contended in *Beckhouson v. Hamblett* (*supra*) that if a jobber closed all his outstanding transactions with a defaulting broker at the "hammer price," he must be held to have elected to give credit exclusively to the broker, and to have no right of recourse to the broker's client. But this argument

loses sight of the obligatory nature of the Stock Exchange rule which requires such a settlement. The fact is that the only effect of such a settlement is to eliminate the broker, the link between the jobber and the client, and to place the client and the jobber in direct relationship. In other respects the liabilities and rights of the client are entirely unaffected: *Re Plumby* (13 Ch. D., at p. 679). But in practice, according to the usage of the Stock Exchange, there are three courses open to the client in such circumstances, which are notified to him by the jobber on obtaining his name from the defaulting broker. He may either (1) have the transaction carried through direct with the jobber, or (2) accept the "hammer price" and thereby elect to close the transaction at that price, or (3) transfer the conduct of the transaction to another broker for the purpose of carrying through the original contract. But he must elect to do one or the other. In *Anderson v. Beard* (1900, 2 Q. B. 260) the client simply repudiated his liability altogether on the ground that there was no privity of contract between him and the jobber, and upon failing to uphold this contention, urged that at any rate the transaction was at an end when there was a settlement between jobber and broker at the hammer price. But MATHEW, J., repudiated the contention that the client had any right to take advantage of the artificial settlement at the hammer price, unless he elected so to do at once upon being notified by the jobber that such a course was open to him.

It cannot, however, be too carefully borne in mind that, in order to render the client liable to the jobber after the elimination of the defaulting broker, privity of contract must exist between the jobber and the client. In other words, the contract made by the broker with the jobber must have been a contract as agent for an undisclosed principal, and not as principal himself. The failure to prove such privity was the cause of the failure of the jobber to recover in the case of *Beckhuson v. Hamblett* (*supra*), which was recently affirmed in the Court of Appeal (*ante*, p. 447). In that case the broker having received orders for shares from several clients contracted with a jobber for a large block of shares which he appropriated to his different clients. It was held that, in the absence of proof of a custom in such transactions to deal with clients' orders in this way, there was no privity between any one client and the jobber. But it is worthy of notice that while KENNEDY, J., in the court below considered that the custom, even if proved, would not avail the plaintiff, the Court of Appeal distinctly intimated that they decided the case on the ground that the custom was not in fact proved, and left open the question whether, if it had been proved, the plaintiff could have succeeded. However, the Master of the Rolls intimated that the custom seemed to be a very convenient and reasonable one, and there is little doubt that, if properly proved, judgment in a future case would go for the plaintiff.

It will be observed that, although, as has been noticed already, upon the default of a broker and a settlement between him and the jobber at the "hammer price," the rights and liabilities of the outside client are practically unaffected, yet in one respect the Stock Exchange rule and custom operates to put him in a somewhat better position than he was previously, because, among the options generally given to him, is that of closing the transaction at the "hammer price." The word "generally" is used advisedly, since, according to a very recent decision of the Court of Appeal (*Levitt v. Hamblett*, 17 T. L. R. 307), although the client is generally given the option, it is not obligatory upon the jobber to give him it. He may therefore get an opportunity, which he would not otherwise have, of cutting his loss in a falling market. The jobber who receives the difference from him does not individually gain anything, since he is obliged to pay it over to the official assignee. If the difference is in the client's favour, he gets a chance of selling and pocketing the difference. To this extent, then, the client is generally allowed to come into and take advantage of the artificial settlement at the "hammer price," which is primarily confined to members of the house. But there is nothing obligatory about it, and he is entitled to stand upon his original rights under his contract if he prefers.

It is announced that a Divisional Court, consisting of Mr. Justice Kennedy and Mr. Justice Phillimore, will sit to try cases in the Revenue paper on Monday next.

TAXATION OF BILLS OF COSTS.

Two cases which have been decided recently—one (*Chessum & Sons v. Gordon*, 49 W. R. 309) by the Court of Appeal, and the other (*Re Callis*, 49 W. R. 316) by JOYCE, J.—are of importance with respect to the taxation of bills of costs. In the former, which was an action brought by builders against a building owner, judgment had been ordered to be entered for the plaintiffs for an amount to be ascertained by a special referee with costs. The referee made his award and the plaintiffs' solicitors took it up, and at the same time paid the referee's fees, which amounted to £160. These fees were paid by the solicitors by means of a cheque given to them for the purpose by the plaintiffs, and no entry of the payment was made in the solicitors' ledger. In consequence, the item of £160 was accidentally omitted from the bill of costs when it was sent in to be taxed, and the costs, without this item, were taxed at £516. That sum, together with the amount of the referee's award, was paid by the defendant. Subsequently the omission of the referee's fees was discovered, and the question was raised by summons at chambers whether it was still open for the plaintiffs to require payment from the defendant of the sum which had been paid by them, or of so much as was proper to be allowed. The provision on which the plaintiffs relied was that of rule 11 of R. S. C. ord. 28, under which "clerical mistakes in judgments or orders, or errors arising therein from any accidental slip or omission, may at any time be corrected by the court or a judge on motion or summons without an appeal." The present case hardly involved a "clerical mistake," but it was very like an "accidental slip or omission," and DAY, J., taking this view, directed that the referee's fees should be referred to the taxing-master for taxation. Against this order the defendant appealed.

Of the justice of allowing amendment in a case of this kind there can hardly be any question, and, moreover, there is ample authority that it can be done. In *Fritz v. Hobson* (28 W. R. 459, 14 Ch. D. 542) a motion for an interim injunction had been adjourned to the trial of the action. At the trial judgment was given for the plaintiff with costs, but costs of the motion were not specially asked for, and no provision was made for them. After the judgment had been completed, the plaintiff applied that it might be varied by giving him the costs of the adjourned motion, and FRY, J., allowed the application. The error, he said, had arisen from the accidental omission of counsel to call his attention to the adjourned motion when judgment was pronounced, an omission natural at a time when counsel's attention was directed to matters of greater importance. There was thus an error arising from an accidental omission within the similar words of the former rule for which the rule quoted has been substituted. A like correction of a judgment was made also by the Court of Appeal in *Barker v. Purvis* (56 L. T. 131), where, by an error, too large a sum had been allowed to the credit of the defendant for interest in taking an account. Part of this interest had in fact already been paid to him, though the parties at the time when judgment was entered were not aware of the fact. An error of this nature clearly called for amendment, and the case was regarded as falling within the rule. From these cases it is necessary to distinguish *Preston Banking Co. (Limited) v. Alsopp & Sons (Limited)* (43 W. R. 231; 1895, 1 Ch. 141), where the reason for the application was, not that there had been an accidental error in giving the judgment, but "that the grounds of the judgment were erroneous." In that case an order had been made in a debenture-holders' action; the result of which was that certain costs had to be paid by a debenture-holder. Upon the sale of the property the subject of the action a surplus was realized upon which this debenture-holder considered that the costs ought to be thrown, and he applied to have the order varied accordingly. But the Court of Appeal declined to help him. There was no question, it was pointed out, of any accidental error or slip in making the order. It represented the real decision of the judge, and the only reason alleged for varying it was that the order was one which, upon the true facts of the case, should not have been made.

There is obviously a great difference between impeaching an order upon the ground that circumstances which have since transpired have shewn that it bears hardly upon a

particular party, and rectifying a mistake which has been made through an accidental omission to take account of some circumstance which should have been before the court when the order was made. In the present case of *Chesum & Sons v. Gordon* (*supra*) the mistake was of the latter kind, and the Court of Appeal upheld DAY, J., in considering that it should be rectified. The order under which the plaintiffs were to have costs was intended to give them all the costs to which on taxation they were entitled, and when, owing to an accidental omission on the part of the plaintiffs' solicitors, one item was not submitted for taxation, and consequently was not included in the taxing-master's certificate, there was a case for the application of the rule. No objection was taken to the judgment itself, but only in respect of the error which deprived that judgment of its proper effect. Hence, notwithstanding the completion of the taxation and of the judgment, the plaintiffs were still entitled to recover the proper fees of the referees.

The second of the recent decisions referred to above—*Re Callis*—raised the question whether more than twelve months had elapsed since the payment of a bill of costs so as to preclude taxation of the bill after payment under section 41 of the Solicitors Act, 1843, assuming that there were special circumstances to justify the taxation. As a general rule, where payment is made, this will be after delivery of an item bill of costs, and no question can arise that the twelve months runs from the time of such payment. But where no bill of costs has been delivered, and the payment is nevertheless made with the intention of remunerating the solicitor for his services, it is a matter of difficulty whether such payment is "payment of a bill of costs" within the meaning of section 41. If, indeed, no bill of costs is ever delivered, it seems that no payment of the bill can be deemed to have been made, however much it may have been the intention of the parties that the account between them should be regarded as settled. A decision to this effect was given by the Court of Appeal in *Re Baylis* (44 W. R. 533; 1896, 2 Ch. 107), where it was pointed out that, since there was no bill before the court, there was no bill to which a payment could be referred. It was not sufficient that a bill would be delivered afterwards in pursuance of an order made by the court. Where, on the other hand, a bill of costs has been delivered after payment, but before proceedings for taxation have been commenced, then it is possible to refer the payment to the subsequent bill so as to make the twelve months run from the date of payment: *Ex parte Hemming* (28 L. T. 144). If, said STIRLING, J., in *Hitchcock v. Stretton* (40 W. R. 555; 1892, 2 Ch. 343), in noticing that case, a bill is delivered after payment previously made, then the court may look at the whole circumstances, and hold that the payment which has been made is referable to the bill which is subsequently delivered, so that the period of limitation will have elapsed.

An intermediate case occurs where there is delivery of a bill subsequent to payment, but the delivery does not take place till after the commencement of proceedings against the solicitor. In *Hitchcock v. Stretton* (*supra*), STIRLING, J., held that, in such a case also, the payment might be referred to the bill of costs, so that by the lapse of the twelve months the client would lose his right to taxation. But in *Re Baylis* (*supra*) the Court of Appeal intimated that this went too far. At any rate, even if the decision of STIRLING, J., was right, it was not to be extended, and an antecedent payment cannot be referred to a bill of costs which is only delivered under the order of the court. The present case of *Re Callis* does no more than indorse this result. There the client had from time to time paid sums on account of costs. In January, 1899, a statement was sent in by the solicitor shewing the amount due, and the balance was paid, but the statement was not in the form of an item bill, nor was there any written agreement as to remuneration. More than twelve months from the payment the client issued a summons for delivery and taxation of the bill of costs, and JOYCE, J., held that he was entitled to the common order. Whatever the cases had decided as to referring payment to a bill of costs delivered prior to the application to the court, there was no precedent for referring it to a bill not then delivered, and consequently there had been no payment from which the twelve months would run. In order

that a solicitor should be able to protect himself against stale demands for taxation it is essential that he should either deliver his bill, or have a proper agreement in writing to which payment can be referred.

PENDING LEGISLATION. SOLICITORS.

A BILL intituled an Act to amend certain provisions of the Solicitors Acts, 1839 to 1894.

Be it enacted, &c.:

1. *Short title and construction.*] This Act may be cited as the Solicitors Act, 1901, and shall be construed together with the Solicitors Acts, 1839 to 1894; and those Acts, together with this Act, may be cited as the Solicitors Acts, 1839 to 1901.

2. *Discretion of registrar as to issuing annual certificate in certain cases.*] If any solicitor applying for the renewal of his certificate is at the time of such application an undischarged bankrupt, it shall be lawful for the Incorporated Law Society, as registrar of solicitors, to suspend the issue to him of the annual certificate required by law to be obtained by every practising solicitor. Such solicitor may appeal to the Master of the Rolls, who may in his discretion either affirm the decision of the said registrar or may direct him to issue a certificate on such terms and conditions (if any) as the Master of the Rolls may think fit.

3. *Power of registrar to inspect file of proceedings in bankruptcy of solicitor.*] The registrar of solicitors shall be entitled without fee to inspect the file of proceedings in bankruptcy relating to any solicitor against whom proceedings in bankruptcy have been taken, and to be supplied with office copies of such proceedings on payment of the usual charge for such copies.

REVIEWS.

LANDLORD AND TENANT.

THE LAW OF LANDLORD AND TENANT, INCLUDING THE PRACTICE IN EJECTMENT, WITH AN APPENDIX CONTAINING THE AGRICULTURAL HOLDINGS ACTS, AND THE ORDERS AND RULES THEREUNDER, ANNOTATED. By JOSEPH HAWORTH REDMAN, Barrister-at-Law. FIFTH EDITION. Stevens & Sons (Limited).

"Redman and Lyon" has long been familiar as a concise and conveniently-arranged book on Landlord and Tenant. In the present edition the late Mr. Lyon's name is dropped, and it will in future bear the name of Mr. Redman alone, who was, indeed, solely responsible for the two previous editions. The change, it appears, has been made in accordance with Mr. Lyon's own wish. But under whatever name it may be published, there can be no doubt as to the painstaking industry which has been devoted to making the work complete. We are not sure that, when authorities are very numerous, it is a wise plan to discard footnotes and place all references in the text. The text gets broken up, so as to make it less easy to follow, and this effect is especially noticeable where, as frequently happens in the present subject, numerous references are given upon a single point. Moreover, when references are given to different contemporaneous reports, these also are placed in the text instead of being relegated to the Table of Cases. But this is a matter about which opinions doubtless will differ, and in any case it does not substantially touch the utility of the work. We have already referred to it as concise, and this quality is attained by the author's contenting himself with statement, rather than discussion, of the law. But while diffuseness is thus avoided, there is no sacrifice of relevant matter, and much care has obviously been taken to include all reported cases to which the practitioner's attention should be directed. This will be found to be done, for instance, very fully and methodically in the section dealing with the requisites of a binding agreement for a lease; and the numerous and somewhat puzzling decisions upon the question whether the mere acceptance of particular terms constitutes an agreement, or whether the parties are not to be bound till a formal contract has been signed, are fully and neatly stated. Turning to a different part of the subject, a similar remark applies to the list of goods which are privileged from distress—in particular the very important class of goods delivered to persons to be dealt with in the way of their trades. Special features of the book are the chapter on Ejectment, in which the proceedings for recovering land in the High Court and in the county court, and also before justices, are fully described; and the inclusion in an appendix of the Agricultural Holdings Acts, 1883 and 1900, with notes, the Board of Agriculture Rules and Forms, and the County Court Rules for 1900 regulating the procedure under the Acts. The arrangement of the book makes it easy for reference, and in the course of practice it should be found an efficient guide.

LICENSING SESSIONS.

THE LAW AND PRACTICE OF LICENSING SESSIONS, AND OF APPEALS THEREFROM, INCLUDING ALL RELEVANT STATUTES AND FORMS OF LICENCES AND NOTICES. By JOHN BRUCE WILLIAMSON, Barrister-at-Law. William Clowes & Sons (Limited).

This book may be said to be partly a supplement to the author's larger work on the Law of Licensing in England, and partly a repetition of a portion of the matter of that work. It does not profess to deal with the whole subject of licensing, but to act as a guide to the law and procedure so far as licensing sessions are concerned, and on appeal from such sessions. By thus limiting the scope of the book it has been kept within very moderate limits, whilst at the same time dealing very fully with the subject, so far as it professes to deal with it at all. We feel sure that every practitioner whose duties take him to licensing sessions will find this book a useful and reliable guide; and the man to whom licensing is an unfamiliar subject will find help here which he will find in few of the other text-books. For example, useful hints will be found as to the kind of evidence which applicants for licences ought to be prepared to give, and the form in which that evidence should be given. There are, too, a number of extremely useful forms, which seem to have been very carefully framed. These forms are in addition to the official and statutory forms, and are intended to meet occasions for which no such forms have been provided. The appendices take up the greater part of a book of very moderate dimensions and contain all the material statutes. As far as we have been able to test it, the index is full and accurate.

BOOKS RECEIVED.

Dramatic and Musical Law, being a Digest of the Law Relating to Theatres and Music Halls, and containing Chapters on Theatrical Contracts, Theatrical, Music and Dancing, and Excise Licences, Dramatic and Musical Copyright, &c., with an Appendix containing the Acts of Parliament Relating Thereto, and the Regulations of the London County Council and the Lord Chamberlain. By ALBERT STRONG, LL.B. (London), Solicitor. Second Edition. "The Era" Publishing Co.

The New Liberal Review—May, 1901. Edited by CECIL B. HARMSWORTH and HILDEBRAND A. HARMSWORTH. Earle & Bowerman. Price 1s.

CORRESPONDENCE.

FRAUDS UNDER THE SYSTEM OF REGISTRATION OF TITLE.

[To the Editor of the Solicitors' Journal.]

Sir,—My object in calling attention to the case of *Gibbs v. Messer* was not with the view of considering the bearing of the insurance clause upon the decision, but to emphasize the fact that frauds are as easily perpetrated under a system of registration of title as under the old-fashioned system of conveyancing. Whether it would be wise to rely too much on the insurance clause, having regard to the third sub-section of section 7 of the Act of 1897 I will not stop to inquire. I will only say for myself that the result of *Gibbs v. Messer* makes one fear that the courts might find in the words "act, neglect, or default" of the person claiming indemnity a reason for saying that the claim must fail, and the recent case as to forged powers of attorney makes the matter the more doubtful.

The practical point is not, Are you likely to escape loss by resort to the insurance fund? but, Can the risk of fraud be minimized, and how?

It seems ungracious to say it, but it is nevertheless true that the present system of registering possessory titles actually facilitates fraud. Anyone may carry in a conveyance and apply for registration. No inquiries are made. The only thing the officials do is to see whether the land comprised in the conveyance is coloured in the official map as having been the subject of registration. No care is taken to obtain the signature of the applicant for registration—indeed, the form of application provided for by the rules is uniformly dispensed with, whereas it should be universally insisted on, and be signed by the applicant himself (and not by his solicitor), in order that there may be on record at the registry a specimen signature with which to compare the signature to any future transfer. Whether the requirements on first registration should not go much further, I will not argue. It is sufficient to point out that they are at present dangerously lax.

Another objectionable point is the *ad valorem* fees payable. Why they should be demanded I am at a loss to understand.

The memorandum as to compulsory registration in the County of London issued by the Land Registry on the 15th of December, 1898, tells us plainly that the registration, although compulsory, is effected

on *prima facie* evidence only, "and does not involve any official investigation." It is thus only the old Middlesex registration under another form, and ought not to be any more expensive. The fees in the Middlesex Registry were only a few shillings whatever the value of the property dealt with. The Land Registry fee, on the other hand, is 1s. 6d. for every £25, up to £3 for £1,000, and thence at gradually diminishing rates to a maximum of £25 for £32,000 and upwards. My point is that for these fees there is no value, and that the registration is of no more advantage practically than registration in Middlesex was.

JOHN R. ADAMS.

66, Cannon-street, April 29.

THE LAND TRANSFER ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—By rule 185 under the Land Transfer Act one of the rudiments of good conveyancing is apparently destroyed, for by this rule, where trustees are purchasers of land, upon applying for registration as "joint proprietors," it has, in effect, to be certified that they are trustees, and therefore it seems no longer possible to keep notice of the trust off the title.

This objection was not brought forward by any of those who spoke in support of Mr. Rubinstein's motion at the special meeting of the Incorporated Law Society held last week, so possibly I may be mistaken in my view, in which case I hope that some of your readers will kindly correct me.

I would add that in every transaction I have had under the new system I have invariably been met with some difficulty which would not have arisen under the old system.

Besides the extra work and expense which the new system creates, it often causes much personal inconvenience to the client, for it is seldom that it is not necessary to bring him personally to one's office, and often to take him to the registry, for the purpose of satisfying the officials as to some difficulty or objection raised by the registry.

A. H.

Lincoln's-inn, April 29.

[See observations under "Current Topics."—Ed. S.J.]

CASES OF THE WEEK.

Court of Appeal.

BEVAN v. WEBB. No. 2. 24th April.

PARTNERSHIP—INSPECTION—INSPECTION BY AGENT—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), s. 24 (9).

This was an appeal against a decision of Joyce, J. The question was as to the right of a partner to have inspection of the partnership books and papers through an agent. The plaintiffs applied by motion asking that the defendants might be restrained by injunction from preventing or interfering with the examination or investigation, by an accountant appointed for that purpose by the plaintiffs, of the books of account, bills, and other writings kept by the defendants as managing partners of a brewery business carried on at Aberberg, in the county of Monmouth. The plaintiffs and the defendants are partners in the above-mentioned brewery business, the defendants being the managing partners. The partnership was constituted by articles dated the 4th of July, 1893. Article 16 provided that, "proper books of account shall be kept by the managing partners for the time being, in which all transactions relating to the partnership business shall be duly entered, and such books together with all bills, letters, and other writings which shall from time to time concern the said partnership business shall be kept at the counting-house of the partnership, and each of the partners shall have free access to, and liberty to examine and copy or take extracts from, any of the books and writings of the partnership at all reasonable times." In March, 1900, proposals had been made for the purchase of the plaintiffs' interest in the business, and they desired to have an inspection of the books and accounts of the firm by a professional accountant and valuer for the purpose of arriving at the true value of their shares. The defendants objected to inspection, except by the partners themselves, and offered that the partnership auditors should furnish a report as to the financial position of the business. The plaintiffs insisted upon their right to inspect by a properly-appointed agent, and instituted these proceedings in assertion of that right. Joyce, J., refused the application, which, he said, was a perfectly novel one. No authority in favour of it as a matter of general law could be found, and the right claimed was not expressly conferred by the articles in the present case. The plaintiffs appealed.

THE COURT (COLLINS and STIRLING, L.J.J.) allowed the appeal.

COLLINS, L.J.—In this case the plaintiffs are sleeping partners in a business, which is carried on by the defendants, who are the managing partners. The plaintiffs desire to have the books of the business inspected by an accountant with a view to a sale of their interest in the business. The defendants refuse to give the inspection asked for, and the question arises whether the sleeping partners have a right to claim inspection by some person other than themselves, that person being one to whom the managing partners can have no reasonable objection. Joyce, J., has

held that the sleeping partners have no right to inspect by any person other than themselves, but that a partner's right of inspection is purely personal. The argument turns on section 24 (9) of the Partnership Act, 1893, to which clause 16 of the articles of partnership is in substance equivalent. Joyce, J., in his judgment has dealt with the matter as being entirely free from authority, either against or in favour of the plaintiffs' contention. That being so, in endeavouring to construe clause 16 and the section of the Act, I ask myself, What is the object with which this right is given to each partner? Surely it is to enable him to ascertain the position of the business. The books which he has the right to inspect are his own books as much as those of the other partners. It is said that because there is not in the articles or in the Act an express authority to inspect by means of an agent, that mode of inspection is excluded. But there is no express exclusion of that mode of inspection, and if I were dealing with any matter other than a partnership I should say that a permission given to a man to do an act involves permission to his agent to do the same act. *Prima facie* that is his right unless there is something in the nature of the case to narrow his right. What is there to narrow the right in the present case? All the partners ought to be on an equal footing, and if by reason of infirmity, or absence abroad, or any other cause a partner cannot effectually avail himself of his right except by means of an agent, and he is not entitled to employ an agent, he is not on an equal footing with the other partners. I cannot believe that any Act of Parliament could ever be intended to bring about such a result. It seems to me that, far from the presumption being to exclude the right, the presumption is the other way, and the burden is on those who seek to limit the right. This appears to be common sense independently of authority. There is, of course, this common sense limitation of the right, that it must not be used to the detriment of the other partners. In the present case no objection is raised to the person proposed by the plaintiffs, and the plaintiffs are willing that he should undertake not to make use of any information acquired by him for any purpose but that of confidentially advising the plaintiffs. Now I desire to consider the question how far there is authority. It seems to me that, though the question has never been directly decided, it has been assumed in more than one case. The case of *Brown v. Perkins* (2 Hare 541) seems to me to be in point. It was said that the decision in that case was only to grant inspection by an agent for the purposes of the litigation, but I cannot accept that view. Again, the case of *Dadswell v. Jacobs* (35 W. R. 261, 34 Ch. D. 278) seems to me to be an *a fortiori* case. In that case the question was whether inspection would be allowed by an agent to whom objection was taken. That was a case of principal and agent, but partnership is a division of the law of agency, and if the right of inspection by means of an agent exists as between principal and agent, it seems to me it ought to exist in a case where both are principals. The contention of the defendants seems to me to be all the more difficult to support, inasmuch as they have to concede that the plaintiffs have the right to take full copies of all the books, and then hand them over to the very person to whom objection is taken. The principle on which this right rests has been discussed in several cases, and it has been clearly stated that the right of inspection involves the right to take copies: see *Trego v. Hunt* (43 W. R. 263; 1895, 1 Ch. 462). The case of *Re Credit Co.* (27 W. R. 380, 11 Ch. D. 256) also has a bearing on this point. The real question is, how much does the right to inspect come to. It comes to this—that it must involve everything which is necessary to make it effective. Neither of the cases which the defendants relied on—*Cameron v. McMurray* (17 Dunlop 1142) and *West Devon Great Consols* (32 W. R. 390, 27 Ch. D. 106)—are authorities against this view. I am of opinion that the right of inspection must carry with it the right of inspection by some person to whom no objection can be taken. I think that the decision of Joyce, J., was erroneous, and that the appeal must be dismissed.

STERLING, L.J.—I agree with the conclusion at which Collins, L.J., has arrived, and for the same reasons. The general rule of law is that whatever a man can do personally he can do by his agent. That rule has been laid down in more than one case, and I refer especially to the judgment of the Court of Appeal in *Re Whitley Partners* (32 Ch. D. 337). I agree that where a right is conferred by a written instrument it may appear on the true construction of the instrument that it was the intention of the parties that the right should be a personal one, but unless something of the kind is found in the document it ought not to be said that because the right to employ an agent is not expressly mentioned it is thereby excluded. We come therefore to the Act with a *prima facie* assumption that the rights given by it are to be exercised by an agent. This case seems to me to be one to which the general rule which I have stated is applicable, so long as we find nothing in either the articles or the Act to modify it. I find nothing to modify the general rule. In the present case the partners, other than the defendants, may be called as regards the business "laymen," and in order that they may exercise their right of inspection beneficially recourse must be had to agents.—COUNSEL, *Younger, K.C.*, and *Chubb; Hughes, K.C.*, and *Cave*. SOLICITORS, *Andrew, Wood, & Pures*, for *Powell & Hughes, Brynmawr*; *Le Brasseur & Oakley*, for *Le Brasseur & Bowen, Newport, Monmouthshire*.

[Reported by J. I. STERLING, Barrister-at-Law.]

High Court—Chancery Division.

DEBENHAM v. SAWBRIDGE. Byrne, J. 23rd April.

VENDOR AND PURCHASER—CONDITION OF SALE—DEFECT OF TITLE—SALE BY THE COURT—COMPENSATION—RESCISSON.

This was an action for compensation in reference to certain errors and

misstatements in the particulars and conditions of sale, or in the alternative for the rescission of the contract and return of the purchase-money. The defendants were the trustees, in whom the legal estate in the hereditaments sold was vested, and certain beneficiaries. The facts were as follow: By an order dated the 25th of January, 1896, and made in a partition action, the hereditaments as to part of which this action arose were directed to be sold with the approbation of the judge. On the 9th of July, 1897, the property was put up for sale, subject to certain conditions, of which condition 9 was as follows: "If any error or misstatement shall appear to have been made in the particulars of sale or in the conditions, such error or misstatement is not to annul the sale or entitle the purchaser to be discharged from his purchase, and a compensation is to be made by or to the purchaser as the case may be, and the amount of compensation is to be settled by the judge at chambers." The plaintiff became the purchaser of the premises at the auction for the sum of £3,810, and on the 21st of October the premises were conveyed to him by the defendant Sawbridge, as trustee, and the purchase-money was paid into court. In an action subsequently brought by the true owner to recover possession of a part of the premises so conveyed, the purchaser discovered that a dwelling over part of the property purchased and included in the conveyance had never belonged to the vendors and he was obliged to pay a considerable sum to settle the action and to purchase the dwelling in question. It was admitted that the vendors had acted throughout *bona fide*.

BYRNE, J., held that the purchaser was not entitled to compensation under condition 9, inasmuch as it did not apply to a defect of title, but only to error or misstatement in the description of the subject-matter of the sale; and also that he was not entitled to rescission, as the error was not of a sufficient nature to justify it, and on other grounds. His lordship dismissed the action with costs.—COUNSEL, *Levet, K.C.*, and *MacSweeney*; *Norton, K.C.*, and *Austen Cartmell*; *Rouden, K.C.*, *W. M. Cann*, *H. Newton*. SOLICITORS, *T. G. Bullen*; *Church, Rendell, Todd, & Co.*; *Charles Sawbridge & Son*; *Copp*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re DYER. DYER v. DYER. Byrne, J. 1st May.

TITHES—DESCRIPTION—LANDS AND TENEMENTS SITUATE IN MANOR DESCRIBED IN THE SCHEDULE, AND ALL OTHER TENEMENTS SITUATE IN THE COUNTY OF S.—GENERAL WORDS.

This was a point of construction arising in an originating summons. Testator granted to his wife, who survived him, by a deed of charge, a yearly rent-charge of £500 out of and charged upon all that lordship or manor of Westhorpe, in the parish of Biddlesbury, in the county of Salop, and all those several messuages, cottages, lands, and tenements situate, lying, and being within the said lordship or manor described in the schedule thereto, and all and singular other the messuages, farms, lands, tenements, and hereditaments situate, lying, and being in or within the said manor of Westhorpe or elsewhere in the said county of Salop whereof or whereto he was seised or entitled for any estate of inheritance. The question arose whether certain tithes of which the testator was seised at the time of the execution of the deed, but derived from real estate in the county of Salop distinct from the manor and estate of Westhorpe, were comprised in the charge. *Re Hodgson* (1898, 2 Ch. 595) and *Crompton v. Jarratt* (30 Ch. D. 298) were referred to.

BYRNE, J., held that the tithes were not comprised in the charge.—COUNSEL, *Rouden, K.C.*, and *Spence*; *Norton, K.C.*, and *Bristowe*; *Carson, K.C.*, and *Beaumont*. SOLICITORS, *Stileman & Neate*; *Payne, Shaw-Mackenzie, & Lake*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

MILBANK v. FRANCIS. Byrne, J. 30th April.

PRACTICE—SUMMONS FOR DIRECTIONS—DEFAULT IN DELIVERY OF DEFENCE—SPECIALLY-ENDORSED WRIT—MOTION FOR JUDGMENT—R. S. C. XX. 1; XXVII. 11; XXX.

This was a motion for judgment for the sum of £5,145 16s. 8d., and costs for default of defence. The action was commenced by specially-endorsed writ dated the 2nd of October, 1900, the plaintiff's claim being for £5,000 money lent and interest thereon £145 16s. 8d., or in the alternative for an order that the defendant complete the security, upon which the loan was made with an account and certain incidental relief. The defendant appeared and demanded a statement of claim. On the 15th of March, 1901, on a summons for directions, the master ordered that no further statement of claim be required, and that the defendant deliver his defence within ten days. On the 27th of March the master made a further order that the defendant deliver his defence within ten days peremptory. It was admitted, on behalf of the plaintiff, that under ord. 20, r. 1, and ord. 37, r. 11, a statement of claim was necessary, but it was submitted that this had been expressly dispensed with by the master's direction, and that plaintiff was entitled to judgment.

BYRNE, J., refused the application. His lordship considered that the master had dispensed with the statement of claim for the purpose of enabling the defendant to plead, and not for the purpose of enabling the plaintiff to move for judgment in default of defence. Leave was given to the plaintiff to amend the writ by striking out the claim for alternative relief and to reserve the notice of motion.—COUNSEL, *Percy Wheeler*. SOLICITORS, *A. & A. C. Hughes*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

METROPOLITAN ELECTRIC SUPPLY CO. (LIM.) v. GINDER.

Buckley, J. 19th, 20th, and 22nd April.

INJUNCTION—CONTRACT—IMPLIED NEGATIVE STIPULATION—PUBLIC LIGHTING ACT, 1882 (45 & 46 VICT. c. 56), ss. 19, 20.

This was an action by an electric lighting company against one of their consumers to restrain him from taking his electrical energy from a rival company. The plaintiff company were empowered by their provisional orders, confirmed by the Electric Lighting Confirmation (No. 5) Act, 1889 (c. cxxx.), to supply electric lighting to a district called "Mid-London," extending on the west to Tottenham Court-road, and on the east to Charterhouse-square; and also to a district called "West London," consisting of the parish of St. Marylebone. Their generating station for the Mid-London district was in Sardinia-street. The County of London and Brush Provincial Lighting Co. (Limited) also had statutory powers to supply electric light to the district of Holborn and St. Giles. The defendant was the keeper of a public-house, the "Red Lion," in Holborn. In November, 1898, the defendant signed a document, as provided by the provisional (Mid-London) order, to the plaintiff company, requesting them to supply him with electric energy subject to the Electric Lighting Acts and the provisional orders, and also to certain terms and conditions in the request stated, the first two of which were as follows: (1) The consumer agrees to take the whole of the electric energy required for the premises mentioned below from the company for a period of not less than five years; (2) the charge for electric energy to be 4½d. per Board of Trade unit." The premises mentioned below were the Red Lion public-house. The request contained no agreement on the part of the defendant to take any electric energy of the company, and no express negative stipulation not to take any elsewhere. Accordingly the plaintiff company supplied the premises with electric energy. The defendant having, notwithstanding the above request (which was called in the proceedings an "agreement"), left the plaintiff company and begun to take his lighting from the County of London and Brush Provincial Lighting Co., the plaintiff company issued the writ in the action against him to restrain him until the 16th of November, 1903, from taking the whole or any part of the electric energy required for the said premises from any person or company other than the plaintiff company, in breach of the said agreement of the 16th of November, 1898; and for damages. A motion for an interim injunction had been made, and affidavits had been filed by both the parties, but the matter had not been proceeded with, and the hearing of the action now came on without pleadings upon the issues raised in the affidavits, and a contention of the defendant of which notice had been given. The defendant raised (among others) the defences that the agreement was not one which the court could specifically perform, and that there was no negative stipulation which the court could enforce by injunction; and (2) that the agreement was an undue preference, and therefore invalid under sections 19 and 20 of the Electric Lighting Act, 1882, because other customers had been charged fivepence a unit.

BUCKLEY, J.—The objection is that the language of the agreement is in the affirmative, and that there is no negative stipulation which the court can enforce by injunction. In *Wolverhampton and Walsall Railway Co. v. London and North-Western Railway Co.* (L. R. 16 Eq. 433) Lord Selborne in reference to the case of *Lumley v. Wagner* (1 D. M. & G. 604), and the absence of an express negative stipulation, says (p. 440): "I should think it was the safer and the better rule if it should be eventually adopted by this court, to look in all cases to the substance, and not to the form. If the substance of the agreement is such that it would be violated by doing the thing sought to be prevented, then the question will arise whether this is the court to come to for a remedy. If it is, I cannot think that ought to depend on the use of a negative rather than an affirmative form of expression." The authorities since that case have, I think, established the rule which Lord Selborne says is the true principle. Now in the case before me the company were bound to supply electric energy to the customer when he asked them. And he did not bind himself to take any energy. There was, then, no affirmative contract. The real contract was a negative one—namely, that if the defendant took any electric energy, he must take it from the plaintiff, and from no one else. This is a necessary implication. The case of *Whitwood Chemical Co. v. Hardman* (39 W. R. 433; 1891, 2 Ch. 416) is, I agree, similar, but that was a case of personal service, and the decision turned entirely upon that fact. *Cott v. Tivrie* (17 W. R. 939, L. R. 4 Ch. 665), another decision of the Court of Appeal, is entirely similar to the one before us. That was a case of "the exclusive right of supplying all ale," &c. The defendants say it turned on the doctrine in *Tulk v. Moxhay* (2 Ph. 774). But the court there granted an injunction upon an implied negative stipulation. And in *Donnell v. Bennett* (31 W. R. 316, L. R. 22 Ch. D. 835), where there was an express negative stipulation, Fry, J., in granting an injunction, said that if the contract as a whole was the subject of equitable jurisdiction, an injunction might be granted whether the contract did or did not contain a negative stipulation. I think, therefore, that the fact of the contract here being affirmative in form is no ground for refusing the injunction. As to the question of undue preference, the provisional (Mid-London) order provides that the company shall contract for supplying a consumer for at least two years, and under sections 19 and 20 of the Electric Lighting Act, 1882, the company have a certain latitude in making bargains with customers, and I think here there has been no undue preference. Injunction granted. —COUNSEL, Astbury, K.C., and Sargent; Swinfin Eady and Stewart Smith. SOLICITORS, Barlow & Barlow; Sydney Morse.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Probate, &c., Division.

SMITH v. SMITH (CARE Intervening). Jeune, P. 26th April.

DIVORCE—CRUELTY OF PETITIONER EXCUSSED—DISCRETION OF COURT UNDER 20 & 21 VICT. c. 85, s. 31 (MATRIMONIAL CAUSES ACT, 1857).

This was a suit for dissolution of marriage brought by the husband on the ground of his wife's adultery with the co-respondent. The respondent and co-respondent denied the charge, and the respondent alleged that the petitioner had been guilty of cruelty towards her and had himself committed adultery with the intervener, and this charge the petitioner in turn denied. From the evidence it appeared that the petitioner and respondent had been married in 1892, and one child had been born. They lived happily until the respondent gave way to habits of intemperance, which caused the petitioner to view with suspicion the respondent's conduct with men. In August, 1900, the petitioner, while walking with a friend, saw the respondent with the co-respondent. The two followed them to a country lane and surprised them in *flagrante delicto*. An altercation between the petitioner and respondent then ensued, which ended in the petitioner striking the respondent a violent blow that knocked her to the ground. This was the cruelty relied on by the respondent in her answer to the suit for divorce. The respondent offered no evidence in support of the charge of adultery between the petitioner and the intervener.

JEUNE, P., delivered judgment, and in dealing with the charge of cruelty observed that section 31 of the Matrimonial Causes Act of 1857 (20 & 21 Vict. c. 85) enacted that the court should not be bound to pronounce a decree if it found that the petitioner had (*inter alia*) been guilty of cruelty towards the other party to the marriage. In this case the court found the charge of adultery against the respondent and co-respondent proved, but it did not feel justified in holding that the section of the Act could refer to that sort of cruelty, and therefore a decree nisi, with costs and custody of the child, would be pronounced in favour of the petitioner, the usual order being made for the wife's costs, the co-respondent being condemned in the intervener's.—COUNSEL, Barnard; Bargrave Deane, K.C., and Ashcroft; Wallace, K.C., and G. Meare; Newson. SOLICITORS, S. Price & Sons, for T. A. Angrove, Leicester; Finney & Thomas, for Clarke & Walker, Leicester.

[Reported by GWYNNE HALL, Barrister-at-Law.]

High Court—King's Bench Division.

DUCKWORTH v. LANCASHIRE AND YORKSHIRE RAILWAY CO.

Div. Court. 30th April.

RAILWAY COMPANY—CONTRACT—WANT OF PUNCTUALITY—EFFECT OF CONDITIONS AND TIME BILLS—EXEMPTION FROM LIABILITY.

Appeal by the defendant railway company from a decision of his Honour Judge Bompas, sitting at the county court of Burnley. The plaintiff, a mill hand, sued the company to recover 4s. 6d., a day's wages, which he had lost, because a train on the defendants' line, by which he had travelled, arrived at Burnley twenty-two minutes late, as he alleged through the negligence of the defendants' servants. The result was that when the plaintiff arrived at the mill he found that another weaver had been engaged in his place, as he did not arrive until ten minutes past 6 a.m., at which hour work commenced. The company relied on the following condition contained in their time-tables, to which the plaintiff's workman's ticket referred: "The hours or times stated in the company's time books, tables, bills, and notices are appointed as those at which it is intended, so far as circumstances will permit, the passenger trains should arrive at and depart from the several stations, but their departure or arrival at the times stated, or the arrival of any passenger train passing over any portion of the company's line in time for any nominal corresponding train on any other portion of their lines is not guaranteed; nor will the company under any circumstances be held responsible for delay or detention, however occasioned, or any consequences arising therefrom. The right to stop the trains at any station on the lines, although not marked as a stopping station, is reserved." The county court judge held that there had been a breach of contract on the part of the defendants and gave judgment for the plaintiff. The company now appealed.

THE COURT (Lord ALVERSTONE, C.J., and LAWRENCE, J.) felt themselves bound by the previous judgments of the Court of Appeal in *Le Blanc v. London and North-Western Railway* (L. R. 1 C. P. D. 286) and *McCartan v. North-Eastern Railway* (54 L. J. Q. B. 441), which were decided in favour of the railway companies. They therefore reversed the decision of the county court judge on the ground that passengers were bound by the conditions of the contract printed on the ticket. The appeal was accordingly allowed.—COUNSEL, C. A. Russell, K.C., and Spencer Hogg; F. H. Mellor. SOLICITORS, Woodcock, Ryland, & Parker, for C. E. Moorhouse, Manchester; Preston, Stone, & Co., for J. C. Waddington, Burnley.

[Reported by ERSKINE REID, Barrister-at-Law.]

STEAD v. NICHOLAS. Div. Court. 30th April.

FISHERY—RESERVOIR WITHIN THE GEOGRAPHICAL BOUNDARY OF A FISHERY DISTRICT—TAKING TROUT FROM RESERVOIR—SALMON FISHERY ACT, 1865, s. 35—FRESHWATER FISHERIES ACT, 1878, ss. 6, 7.

Appeal from a decision of two justices for the West Riding of Yorkshire dismissing an information laid by the appellant against the respondent, and charging him with a breach of section 35 of the Salmon Fishery Act, 1865, as extended to trout and char by sections 6 and 7 of the Freshwater Fisheries Act, 1878, by fishing for trout without a licence in the Thrybergh reservoir. The question was whether the reservoir, which

belonged to the Corporation of Doncaster, and had been constructed by them under the Doncaster Waterworks Act, 1873, was within the Yorkshire Fishery District. The limits of that district are defined by a certificate given by the Board of Trade acting under section 3 of the Salmon and Freshwater Fisheries Act, 1886. Geographically the reservoir was within the limits set forth in the certificate; but it was contended that the Board of Trade had not by the words of their certificate included the reservoir in the district, and if they had that they had no power to do so. For the appellants it was said that although there were cases which shewed that an artificial reservoir was not a "tributary" of a river within the meaning of the Salmon and Freshwater Fisheries Acts, and therefore could not be included within a fishery district under the earlier of these Acts, such a reservoir could now be included under section 6 of the Freshwater Fisheries Act, 1878, which provided that the provisions of the Acts of 1865 and 1873 relating to the formation, alteration, combination, and dissolution of fishery districts, and to the authority of the conservators, should thenceforth "extend to all waters within the limits of this Act frequented by trout or char." For the respondent it was contended that the object of section 6 of the Act of 1878 was merely to extend provisions previously confined to salmon rivers and their tributaries to trout streams and their tributaries.

Lord ALVERSTONE, C.J., in dismissing the appeal, said the appellant asked the court to say that any water frequented by trout came within the limits of a fishery district. There was an established code as to salmon rivers, and trout were to be protected as if they were in a salmon river by section 6 of the Freshwater Fisheries Act, 1878. But looking back to the Acts that were referred to and the decisions, it was clear that the waters to be protected under those Acts must be rivers or tributaries of rivers. It would, therefore, be going too far to construe the section as extending the legislation of the earlier Acts to waters of another character.

LAWRANCE, J., gave judgment to a like effect.—COUNSEL, *Avory, K.C., and Waddy; T. Willes Chitty*. SOLICITORS, *Stevenson & Coudwell, for J. E. Jones, York; Coode, Kingdon, & Cotton, for T. B. Sugden, Town Clerk, Doncaster.*

[Reported by ESKINE REID, Barrister-at-Law.]

DICKSEE (Appellant) v. HOSKINS (Respondent). Div. Court. 24th and 25th April.

LONDON—BUILDING—PUBLIC-HOUSE—PARTLY USED AS A DWELLING-HOUSE—LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CXXIII.), s. 74, SUB-SECTION 2.

This was an appeal on a case stated from the decision of G. G. Kennedy, Esq., metropolitan police magistrate. On the 11th of July, 1900, the respondent, a builder, served notice on the appellant, a district surveyor, under section 145 of the London Building Act, 1894, of the proposed erection of a building at No. 87, Old Kent-road, together with plans shewing that the proposed building was the re-erection of a licensed beerhouse on the site of an old beerhouse called the "Horse Shoe." On the 15th of August, 1900, the appellant served upon the respondent a notice of objection to the proposed erection under section 150 of the said Act on the ground that it would be in contravention of sub-section 2 of section 74 of the said Act. It appeared that the building, when erected, would exceed ten squares in area, and would contain (1) in the basement, wine and beer cellars; (2) on the ground floor, a bar, public lobby, saloon bar, private bar, bar parlour, and a public room; (3) on the first floor, a sitting-room, three bedrooms, and a kitchen; and (4) on the top floor, attics. The old house called the "Horse Shoe," and the site of the new building, was licensed and used, and the new building, when completed would, it appeared, be licensed and used for the sale of wine and beer to be consumed on or off the premises under the Beerhouse Act, 1830 (1 Geo. 4 & 1 Will. 4, c. 64), and the Refreshment House Act, 1860 (23 & 24 Vict. c. 27), and the amending Acts. The trade of the beerhouse would be carried on on the basement and ground-floor, and the licensee and his family would reside in the upper floors of the building. The whole of the building would be covered by the justices' certificate and excise licence. The plans for the new buildings were approved by the licensing justices. The magistrate found that the floors separating the ground-floor from the first floor and the staircase leading to the first floor would not be constructed of fire-resisting materials, and that if sub-section 2 of section 74 of the aforesaid Building Act applied to the building the provisions of that section would be contravened. The appellant contended that the said sub-section applied to the proposed building as it was to be used in part for the purposes of the trade of a beerhouse and in part as a dwelling-house. The respondent contended that that sub-section did not apply to a beerhouse, and relied on the decision in *Carriv v. Godson & Son* (1899, 2 Q. B. 193, 47 W. R. Dig. 126). The magistrate found as a fact that the basement and ground-floor were intended to be used for the purpose of the trade of a beerhouse, and that the part above the ground-floor was intended to be used as a dwelling-house for the licensed occupier, but he held that the case was governed by *Carriv v. Godson*, and he accordingly allowed the appeal.

THE COURT (Lord ALVERSTONE, C.J., and LAWRENCE, J.) dismissed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said the court had in this case to decide a very important point—viz., what was the meaning of sub-section 2 of section 74 of the Building Act, 1894, which provides that "in every building exceeding ten squares in area used in part for the purposes of trade or manufacture and in part as a dwelling-house, the part used for the purposes of trade or manufacture shall be separated from the part used as a dwelling-house by walls and floors constructed of fire-resisting material . . ." He, the learned judge, did not think that that was meant to apply to the use of rooms in one dwelling-house used partly

for trade and partly for residence. In his opinion, whatever be the use of the premises, if the state of things is that in the one tenement or dwelling-house some people sleep in rooms which are part of that dwelling-house or tenement, the necessity or the obligation to have fireproof divisions does not arise. What the section meant to say was, if one part of a building is used for trade and another part as a dwelling-house they are to be separated in a particular way. It was not intended to include the case of the user of certain rooms of a dwelling-house or certain rooms on business premises for the purpose of residence. *Carriv v. Godson & Son* supported this view; but he, the learned judge, wished it to be distinctly understood that he arrived at that conclusion on the considerations which arise on the language of the section quite apart from the decision in that case.

LAWRENCE, J., concurred. Appeal dismissed.—COUNSEL, *Avory, K.C., and H. W. Russell; Danckwerts, K.C., and W. F. Craies*. SOLICITORS, *W. A. Blaxland; P. G. Gates*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THE KING v. THE NORFOLK COUNTY COUNCIL. *Ex parte GREEN*. Div. Court. 22nd and 23rd April.

LOCAL GOVERNMENT—RIGHT OF WAY—OBSTRUCTION TO—DUTY OF COUNTY COUNCIL TO CONTRIBUTE TOWARDS LEGAL PROCEEDINGS FOR PROTECTION OF FOOTPATH—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. C. 73), s. 26, SUB-SECTIONS 1, 3, 4.

In this case a rule nisi for a *certiorari* had been obtained to quash a resolution passed by the Norfolk County Council on the 13th of October, 1900, with reference to an action *Green and Another v. Ellis and Another*, pending in the Chancery Division, upon the ground that the said resolution was illegal and not authorized by section 26 of the Local Government Act, 1894. It appeared that the plaintiffs in the said action attempted by barricades to close a certain right of way on their property, in the parish of Snettisham; the parishioners removed the barricades, and in consequence the above action was brought. The parish council appealed to the rural district council to assist in maintaining the right of the village to the said footpath, but this the district council ultimately refused to do. The parish council thereupon appealed to the Norfolk County Council, and that body passed the following resolution: "That the powers and duties of the Docking Rural District Council under section 26 of the Local Government Act, 1894, in respect of the alleged unlawful obstruction of a public right of way along the Ken Hill footpath, in the parish of Snettisham, be transferred to the county council. And that the county council do contribute towards the defendants' costs of the action pending in the Chancery Division in this matter." It was in respect of this resolution that the rule nisi was obtained. It was agreed that the court should deal with the matter upon the basis that the resolution was an order such as could be removed by *certiorari* under section 80 of the Local Government Act, 1888. Section 26 (1) of the Local Government Act, 1894, enacts: "That it shall be the duty of every district council to protect all public rights of way and to prevent so far as possible the stopping or obstruction of any such right of way . . ." (3) "A district council may for the purpose of carrying into effect this section institute or defend any legal proceedings and generally take such steps as they deem expedient" (4) "Where a parish council have represented to the district council that any public right of way within the district . . . has been unlawfully stopped up or obstructed . . . it shall be the duty of the district council, unless satisfied that the allegations of such representations are incorrect, to take proper proceedings accordingly, and if the district council refuse or fail to take any proceedings in consequence of any such representation the parish council may petition the county council for the county . . . and if that county council so resolve the powers and duties of the district council under this section shall be transferred to the county council."

THE COURT (Lord ALVERSTONE, C.J., and LAWRENCE, J.) discharged the rule.

Lord ALVERSTONE, C.J., in giving judgment, said the question was by no means free from doubt, but the court would not in this case make the rule absolute. Section 26 (1) imposed upon a district council the duty of protecting public rights of way, and sub-section 3 provided that the council for that purpose might institute or defend any legal proceedings. It would be placing too narrow a construction on those words to hold that they were limited to cases where actions were brought by the district council or against them in their own name. The district council might in the discharge of their duty to prevent the obstruction of a right of way defray the costs of an action brought against their surveyor. In the present case the obstruction was removed by persons not officers of the local authority, but the district council, if they had wished, might have taken up the defence under sub-section 3 of section 6. It was true that in sub-section 4 the draughtsman had not followed exactly the language of the earlier sub-sections, but it did not seem that any safe conclusion could be founded upon the difference of language. The county council by their resolution became invested with all the powers of the district council, and they could therefore contribute to the costs of the defendants. Under sub-sections 1, 3, and 4 there was power to defend a right of way, and it would be wrong to limit that power, as it had been contended should be done, on the ground that in the case of commons, sub-section 2 only gave a permissive power to aid persons in maintaining rights of common.

LAWRENCE, J., concurred. Rule discharged.—COUNSEL, *Russell, K.C., and Fleetwood Pritchard; Rawlinson, K.C., and C. Gordon; McCall, K.C., F. K. North, and Swanton*. SOLICITORS, *Sharpe, Parker, & Co., for Foster, Norwich; Church, Rendell, & Co., for Parsons, Lynn; Burton, Yeates, & Hart, for Beloe & Beloe, Lynn*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Bankruptcy Cases.

Re ADIE. *Ex parte* RUSHFORTH. Wright, J. 29th April.

BANKRUPTCY—MORTGAGE—PAYMENT BY MORTGAGEE OF DEBTS AND COSTS—ANNULLMENT OF BANKRUPTCY—CONVEYANCE OF MORTGAGED PREMISES TO MORTGAGEE—BANKRUPTCY ACT, 1883 (45 & 47 VICT. C. 52), s. 35.

Motion by a mortgagee for an order that, on payment of the debts and costs of the bankruptcy, the bankruptcy be annulled and the mortgaged premises be conveyed to the mortgagee. A receiving order in the High Court was made against the bankrupt in the name of Adie upon the 6th of January, 1896. He was adjudicated bankrupt, and the official receiver became trustee, the debts amounting to about £225. The bankrupt failed to surrender, and no further proceedings were taken in the bankruptcy. He subsequently changed his name to Adney and removed to Aylesbury, where he entered into building speculations, and for that purpose bought land which he mortgaged to the present applicant. On the 17th of October, 1900, a second receiving order was made against him in the county court at Aylesbury in the name of Adney, he was again adjudicated bankrupt and Mr. Oscar Berry was appointed trustee. The trustee collected assets to the amount of £113 14s. 2d., but on discovering the existence of the prior bankruptcy, handed them over to the official receiver as trustee in the first bankruptcy. Mr. Rushforth, the mortgagee, now applied for an order that, on payment in full of the debts and costs of the first bankruptcy, that bankruptcy might be annulled, and that the trustee therein be directed to execute proper conveyances of the mortgaged premises to the applicant.

WRIGHT, J., directed that, on the registrar being satisfied that the debts and costs of the first bankruptcy had been paid in full, the order be made as prayed, annulling the bankruptcy and vesting the mortgaged premises in the mortgagee, subject to such rights of redemption as might exist therein; and that the sum of £113 14s. 2d. collected in the second bankruptcy be applied so far as it would go in payment of the debts and costs of the first bankruptcy. Application allowed.—COUNSEL, *Muir Mackenzie*; J. B. Matthews; E. Clayton. SOLICITORS, Warren, Merton, & Miller; Albin Hunt & Fourny; Tarry, Sherlock, & King.

(Reported by P. M. FRANKS, Barrister-at-Law.)

Solicitors' Cases.

Re SMITH & SON. Byrne, J. 25th April.

SOLICITOR—TAXATION—SOLICITOR ASKED FOR MEMORANDUM OF CHARGE BEFORE COMPLETION OF BUSINESS—DELIVERY OF BILL.

This was an application on behalf of Mrs Earle, Mrs. Samuel Knight, and Mr. D. F. Kutter, three of the trustees of the will of Thomas Hughes Earle, deceased, to tax a bill of costs of Messrs. Smith & Son, solicitors, for work done on behalf of Messrs. Frederick Whitting and Thomas Lamb, other two trustees of the same will, and delivered the 25th of May, 1900. The facts were as follow: The original trustees of the will of Thomas Hughes Earle, deceased, were Mrs. Earle, Messrs. Whitting and Lamb, and Mr. John Smith. Mr. John Smith having died, it became necessary to appoint a new trustee. At the same time Mr. Whitting expressed his intention to retire from the trust, and Mrs. Earle therefore appointed two new trustees in virtue of a power vested in her under the will. The deed of appointment of new trustees was prepared by Mrs. Earle's solicitors, though the draft was as a matter of courtesy sent to Messrs. Smith & Son. In connection with the appointment of new trustees various transfers of mortgages and other property were necessary, and Messrs. Smith & Son in these matters acted for Messrs. Whitting and Lamb. Messrs. Smith & Son had in the time of Mr. John Smith acted for all the trustees. On the 20th of April, 1900, Mrs. Earle's solicitors wrote and asked Messrs. Smith & Son for a memorandum of their charges up to date. At that time the proceedings were not completed, but Smith & Son's charges were asked for according to the usual practice that they might be provided for on the completion of the matter. On the 25th of May, 1900, Messrs. Smith & Son in reply to this letter enclosed their bill of costs for £97 15s. 4d. On the 28th of November, 1900, the summons for taxation was taken out. On the 30th of November, 1900, Messrs. Smith & Son delivered a new bill of costs to Lamb. This bill went over the time of the bill already delivered and contained new matter. Some of the old items also showed alteration. The respondents submitted that there had been, prior to the 30th of November, 1900, no delivery of a bill, their claim being against Whitting and Lamb, and that there was no right to a delivery of bill until the business was completed. The following cases were referred to: *Re Heather* (18 W. R. 1079, L. R. 5 Ch. 694), *Re Thompson* (34 W. R. 112, 30 Ch. D. 441), *Re Hulbeach* (71 L. T. 748).

BYRNE, J., held on the evidence that, while it was open to Messrs. Smith & Son to have delivered a memorandum of their charges in lieu of a bill, or for the trustees to have accepted their bill as such a memorandum, they had, as a matter of fact, delivered a bill, and the trustees had treated it as such. His lordship ordered the bill delivered on the 25th of May, 1900, to be taxed, and Messrs. Smith & Son to bring in a list of further costs claimed by them. Costs of the application to be costs in taxation.—COUNSEL, Wm. Baker; Methold. SOLICITORS, Fraser & Christian; Garrard, James, & Wolfe.

(Reported by J. ARTHUR PRICE, Barrister-at-Law.)

Sir Francis Jeune, Mr. Justice Bigham, and Sir George Lewis will support the Lord Chief Justice at the sixty-ninth anniversary festival of the United Law Clerks' Society, at the Hotel Cecil, on the 21st of May.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

GENERAL MEETING.

A general meeting of the Incorporated Law Society was held on Friday, the 26th ult., at the Society's Hall, Chancery-lane, the PRESIDENT (Mr. Robert Ellet, Cirencester) taking the chair. The following members of the Council were present: The Rt. Hon. Sir Henry Hartley Fowler, M.P., G.C.S.I. (vice-president), Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Edmund Kell Blyth, Mr. Ebenezer John Bristow, Mr. Robert Cunliffe, Mr. George Edgar Frere, Mr. Henry Edward Gribble, Mr. John Hollams, Mr. James Warnes Howlett (Brighton), Mr. Henry James Johnson, Mr. Grinham Keen, Mr. Stephen Benham King (Maidstone), Mr. Harry Wilmot Lee, Mr. Henry Manisty, Mr. Thomas Marshall (Leeds), Mr. Joseph Farmer Milne (Manchester), Mr. Frank Rowley Parker, Mr. Richard Pennington, Mr. Thomas Rawle, Sir A. K. Rollit, M.P., Mr. William Melmoth Walters, Mr. William Howard Winterbotham, and Mr. Philip Witham.

LAND TRANSFER.

MR. J. S. RUBINSTEIN (London) moved, in accordance with notice, "That in view of the fact that the experimental period of three years mentioned in the Land Transfer Act, 1897, will expire on the 18th of July next, this meeting is of opinion that an inquiry into the system of compulsory registration in London should be held, there being now sufficient materials for a decision whether or not additional difficulty, expense, and delay are occasioned thereby without a corresponding advantage to persons dealing with land." He said that, in bringing forward the resolution, it would be seen that it practically divided itself into two parts. One was the reference which was made to the three years' experimental period which expired in July, and with regard to which a pledge was given by the Government in favour of some sort of inquiry after the system had been in operation for that period. The second point was on the question of merit, as to whether there was at the present time sufficient experience of the new system to enable an inquiry to take place with advantage. With regard to the first part he did not propose to take up the time of the meeting. One reason was that it would probably be within the recollection of most of those present that he brought forward a resolution in June last year when the question under consideration was the erection of a permanent registry office in Lincoln's-inn, and he then brought under the notice of the society the grounds upon which he asserted that the Government were under an obligation to grant an inquiry. He then not only referred to statements made by Ministers and ex-Ministers, and by the London County Council, and to leading articles in the *Times*, to prove that at the time the Act was passed there was an understanding that there was to be an experimental period of three years, after which there was to be an inquiry as to whether the system was good or bad. He proposed to consider whether there were now the materials to decide upon its merits whether or not there should be an inquiry. The first point he wished to make was that the three years expired next July, and that then it was open to the authorities to extend the operation of the system to other counties besides London, which was the experimental one. He ventured to say the authorities would not be justified under the existing condition of things in extending the system beyond London without an inquiry. It was quite obvious that matters could not remain in their present state. There could not be one system of land transfer in the county of London alone and a different system all over the country; so that they must either go backward or forward, and the question was, which should it be? Assuming they were to go forward, there must be an inquiry, and the sooner it took place the better it would be. It came out in Parliament, in answer to a question put by Sir Walter Foster the other day, that up to February last some 16,500 titles had been put on the register. He (Mr. Rubinstein) estimated that the titles that were being put on had averaged 800 to 1,000 a month since that time. He ventured to say that these 16,500 titles gave quite sufficient data to enable a proper inquiry to be held at the present time. And it must be borne in mind that the longer the inquiry was delayed, assuming the system to be bad, the more trouble, expense, and inconvenience would be occasioned by multiplying the number of titles on the register. For that reason the sooner the inquiry took place the better. He had had occasion to speak to a great number of people on the subject. He had especially taken the opportunity of speaking to people in favour of the present system, not from any practical knowledge but a sort of instinct, he supposed, that registration of title must be right, and he had always found that he could bring them round to his point of view by referring to official evidence. He meant by referring to the work on the Land Transfer Act by Mr. Brickdale, chief registrar of the Registry Office. And as to the evidence afforded by the production of one or more of the certificates issued by the registry itself, he did not think that any supporter of the present system could claim that it was of any value. He proposed to confine his remarks to the same evidence as he had given to anyone who had spoken to him on the subject. In the first place this was a new practice which was intended to cheapen and simplify conveyancing. He had called their attention to the fact that there was a book of 600 pages which professed to explain this extraordinary system. And in the preface of that book there were a few remarks which were very instructive; because, he took it, simplification meant the simplicity by which any technicalities or risk of having to go to the courts of law to interpret what was meant was avoided. In this preface it was said, "It is, however, obvious that so novel and elaborate a system of dealing with the transfer of land as is created by the Act of 1875 and Part 2 of the Act of 1897 cannot be brought into general use without raising many

points upon the true meaning of the enactments under which the system is to be worked, and that it is impossible in five sections of an Act of Parliament to alter the common law as to devolution of land without raising a crop of nice questions. Time and the severe discipline of experience can alone, with any completeness, disclose and bring to the test of judicial criticism the numerous difficulties that are likely to arise on the construction of such revolutionary enactments."

Mr. B. PENNINGTON (London): When was that written?

Mr. RUBINSTEIN: In December, 1898; he thought just before the Act came into operation. The book contained 600 pages. Since that time there had been three issues of different rules, though the book contained 280 rules. And it was not by any means complete, because there were additional rules to consider. He would like to refer to one of these land certificates, because it was principally on these that he based his claim. As far as the expense was concerned, it was absolutely impossible to deny that it was materially increased at the present time. A suggestion had been made that in the course of years, when these certificates grew old and worn, a lot of money would be saved, and that then the saving would come into force. He ventured to say that that was absolutely contrary to the facts. He would take one case that he had before him. It was a very simple case, because in dealing with these matters he had thought it better to confine himself to the simplest possible case one could have. This was the case of a purchase of a house, the purchase-money being £800. A lease was granted, followed by a mortgage. As regarded the expense, the purchase-money being £800, the present legal charge was £9, which had to be incurred in any case. Then there was the stamp duty, £3, at the rate of 10s. per cent., making a total of £12 under the old practice. These were the additional charges under the new: Registration fee, 6s. per cent., £1 16s.; solicitor's fee, £2 2s.; total, £3 18s.; bringing the expense, which was £12 under the old, to £15 18s. under the new system. Of course it could be proved that on the next dealing with the property there would be a large saving of expense, the supporters of this measure would have a great deal to say; but this proved just the contrary. There was a certificate which set out the lease, giving simply the heads and the names of the parties. It was really only an index to the deeds, and it did not profess to give any description of what was in the deeds. That was left to the practitioner to find out outside the registry. Further, there was a reference to the mortgage which said that a copy of the mortgage had been filed, so that in order to ascertain the contents of the documents the practitioner was remitted to the original documents themselves. They had got their certificate, it was true, but they had to refer to the original lease for the title and the mortgage still. The certificate simply indexed those two documents, and how could it ever grow into such a certificate of title as to do away with the necessity for referring to the lease? As long as the mortgage was in existence people would have to refer to it, and he took it that the solicitor would be entitled to the ordinary fee for investigating the title. There was another very serious danger which the supporters of the registry system did not seem to recognize, and that was the very big door the new system opened for fraud. Here was a lease and mortgage apparently shewing a title for Mr. Brown, and here was a certificate shewing a title for Mr. Brown. If anyone was inclined to commit a fraud, it placed in his hands the opportunity of doing it. He could deal with the lease in one quarter and with the certificate in another. He (Mr. Rubinstein) knew the solicitor could put people right, but the object of the system was to do away with the solicitor. They knew it was not seriously imagined by the authorities that it would have any such effect as far as that was concerned. This system would be one of the most profitable, as far as solicitors were concerned, that could be conceived if it continued: because solicitors must always go through the formality of investigating the title, and in addition receive the fee which was allowed for the land certificate. He might refer to another matter which was somewhat interesting. A great point had been made that under the registry people were always going to transfer their property by plans and the ordnance map. Solicitors knew the ordnance plan was of little or no value practically. He had before him a lease which had a small plan upon it, it was true, but that small plan gave all the dimensions of the property, the frontage, the depth, everything that was wanted to identify it. But when one came to the land certificate one certainly saw a small section of the ordnance map edged round with red, but it gave no notion whatever as to the dimensions. He had no doubt that others besides himself had had experience of the enormous difficulty met with at the Land Registry in dealing with the authorities with regard to plans. He did not know that it was necessary to go any further into these matters. He had dealt with them in a very general way, just giving one or two instances of actual certificates which had passed through his office during the month. They were the simplest he could find, and he thought it was sufficient to shew there was reason for demanding inquiry. He looked upon inquiry as an exceedingly useful thing in disabusing the public mind of many gross errors with regard to the registry system. In the first place it was suggested that the present system was like a system which was in successful operation elsewhere. There was no system in operation anywhere which was anything at all like this. In other countries they knew nothing of possessory certificates or qualified certificates. They had only the one absolute certificate, which, it was admitted, having regard to existing certificates, could not be issued here. It was not true that this new system had anything in it approaching the foreign system. The very fact that one could get a qualified title shewed that the whole system had been propounded by amateurs who knew nothing about what they were doing. The idea of any solicitor or owner of property desiring to have a certificate on the face of which it shewed that there was only a qualified title, or, in other words, a flaw, was too absurd for a practical man to consider; and the fact that such a certificate was provided for in the Act shewed how ignorant the framers were of the needs of a practical con-

veyance. Then there was a popular delusion that solicitors had their own selfish purpose to serve in opposing this measure. On the contrary, he had always maintained that if it continued it was a rich mine of wealth for solicitors. But they had found how it harassed and interfered with the everyday business of their clients, and they were anxious to get rid of it for that reason. There was also an idea that it simplified conveyancing. But it was found that it was necessary to investigate the title just as it was under the old system, and it was necessary also to go to the office with the red-tape rules they knew so much about. He had found the Registry Office closed on Easter Tuesday when solicitors were at their offices doing their work. That was the character of officialism. It had closed offices and close times and all the other inconveniences which attached to gentlemen who sat behind their desks and drew their salaries whether the work was done or not. He had dealt with the way in which the system was supposed to cheapen the transfer of land. It absolutely increased, and it was bound to increase, and would for all time increase, while the system was in operation, the cost of the transfer of property in the county of London. And he had also referred to the very wide door for fraud which it opened. He had only referred to one instance, but there were many others where this precious registry lent itself to fraud. He thought he had said sufficient to justify his motion.

Mr. S. J. DAW (London) seconded the motion. Mr. Rubinstein had said quite enough to satisfy the meeting that there was at least a *prima facie* case for an inquiry whether or not additional expense and delay were occasioned by the Land Transfer Act of 1897. He asserted, without fear of contradiction, that every solicitor who had had much business in the Land Transfer Office would testify that great difficulty was frequently caused in very simple transactions, and that great delay and expense were caused in every transaction. He need not give any instances; they were practical solicitors who were present, and probably every one of them had had difficulty in connection with the registry. So far as he could form any notion, and bearing in mind the notice which was printed on every land certificate that it was issued subject to any outstanding rights or equities, he was convinced that the present delay and expense must continue for at least twenty if not for many more years. But there was one point to which Mr. Rubinstein had not called the attention of the profession, and that was the tremendous personal responsibility a solicitor took upon himself every time he proved an entry which was placed upon the books. The theory was that the new system was so simple that professional assistance was not required, that the officials would do all the work, and would see that it was done properly. He appealed to the meeting to say whether it was not a fact that the officials did not do all the work, and they certainly would not accept any responsibility whatever. The responsibility was the responsibility of the solicitor who proved the entries. They all knew the practice. The solicitor's clerk had to identify the property on the plan, the solicitor had to approve the entries which were put in the books. And many of them at first thought that this approval was a mere matter of form. But he had discovered that this approval of the entries by the practising solicitor was far from a matter of form. It was something which involved him in personal liability for years. He had had a case in which there was a mistake in the entry. Naturally enough, he had found fault with the officials for the mistake. But the officials took no notice. They said it was all the fault of the solicitor. He had approved the entries, and they would take no responsibility. And the solicitor, who got the magnificent fee of £2 2s., was held responsible for the correctness of these entries. There was a section of that Act of Parliament which they all ought to have read and learned by heart, but which a great many did not know was there. If mistakes were made, as they knew, the person who suffered from the mistake was to be compensated by the department, and probably they thought the officials were going to provide the compensation. Sub-section 6 provided that where indemnity was paid for a loss, the registrar, on behalf of the Crown, should be entitled to recover the amount from any person who had caused or who had substantially contributed to the loss by his neglect or default. In the only case in which he (Mr. Daw) knew of a mistake, he was told it was his mistake and not the mistake of the office. And he was quite certain that by-and-bye when the mistakes became known and claims were made against the department, the department would say, "Oh yes, the registrar on behalf of the Crown is entitled to recover the loss from you because some clerk in your office has made default and allowed an incorrect entry." If a solicitor made a mistake in the ordinary way by negligence, in six years he would be safe from the consequences. But time did not run against the Crown, and if he ever made a mistake in this matter he would be liable for an error of his clerk for ever.

Mr. H. DENISON (Leeds, president of the Leeds Incorporated Law Society) said he had come up to London expressly for the purpose of supporting the motion. It would be within the recollection of the society that the lawyers of Yorkshire were amongst the most strenuous opponents of the measure before it became law. He might say that they were as strongly opposed to its principle now that it had become law. They had foreseen that one of the difficulties they would meet with in this matter would be the opposition of the officials and Government departments to withdrawing from the experiment which was agreed to be made when once it had been started. There was a distinct understanding that so far as the provinces were concerned—he was quite sure he spoke for them—and it was only upon the understanding that the Land Transfer Act should be tried as an experiment that the opposition of the provinces to the Bill was withdrawn. And it was understood that the experiment should be a fair experiment, and for three years. If an experiment was to be made, there must necessarily be an inquiry, or a return at least of the result, of that experiment. He did not know what the value of an experiment would be if the result were to be pigeon-holed and kept from the knowledge of the profession and of the country. But now that the time was approaching

when the end of the experimental period had been reached, they were met by the Attorney-General with a statement, in reply to a question in the House of Commons, that he did not see that any case for inquiry had arisen. In his (Mr. Denison's) opinion, and in the opinion of the Leeds Law Society, that was the burden of the whole matter. As solicitors they said that they were entitled at the end of this experimental period to have a full statement of all the particulars of the transactions under the Land Transfer Act laid before both the profession and the country, so that they might be able to judge whether or not the Act had been a success. He had said it was understood that this should be a fair experiment, and he meant by that that the Government should not give such pledges as would prevent their retiring from this method of land transfer if it were found not to be a success. And he held that by entering upon an expenditure of a quarter of a million of money to provide premises where these transactions could be registered the Government had tied their hands and made it almost impossible to recede from the position which they had taken up. When that scheme was proposed the solicitors in Yorkshire again made a strong representation upon the subject, and it met with the same result as their efforts when they first opposed the Land Transfer Act. There could only be one reason why the Government should object to inquiry as to the working of the Act. If it had been advantageous to the country there could be no objection to the result being laid before the community. The only reason of withholding the inquiry and the particulars that they asked for must be because the results were unsatisfactory. He thought, even with the information which had been given in Parliament, and it was very meagre, they would have no difficulty in coming to the conclusion that the result had been unsatisfactory. The total number of transactions which had been registered in, say, two and a-half years was 16,500, giving an average yearly number of about 6,600. That was very small for the whole of the area covered by the Act. In the West Riding of Yorkshire alone there were registered upwards of 27,000 transactions in the course of the year. Here there were only 6,600. And then let them consider what sort of a staff there was in London to deal with the Act. There were 150, many of them very highly-paid officials, to carry out this business of registering 6,600 titles in the course of a year. In the West Riding of Yorkshire there were 27,000 in the year and the staff was under 25 in number, and they were not the highly-paid officials of the Land Transfer Office in London. He thought that was fairly conclusive as to whether or not the Act was going to be of benefit to the country. In Yorkshire they said it was not. Another point was as to the state of the business. In Yorkshire they considered that their system of registration answered admirably. They could take their deeds to Wakefield to be registered and bring them back with them, and if they did not wish to do that they could send them off by registered post and would have them posted back to them the same day. Let them compare that with the delay in the Land Transfer Office and he thought they would agree that the two systems would not bear comparison. Let them suppose that the Land Transfer system was brought to the West Riding, what sort of a staff would they require? They would want four times the number of the staff in London, and still be undermanned. They would want 600. Now, if it took a quarter of a million to house the staff in London, what would it take to house the staff needed for the West Riding? He had been dealing only with the West Riding, but there were also two other Ridings in York-hire each of which did an immense amount of business. Therefore they would understand that the solicitors of Yorkshire were strong opponents of the measure; and they had not done with it. If there was to be any extension of the system they would oppose it from start to finish, and if there was not to be an inquiry they would do all that they could to force an inquiry. And he thought that should be the attitude taken by the meeting and by the society, and that they should use every legitimate means to bring about an inquiry and see that it was carried out properly. He did not think they were entitled to an inquiry before the expiration of the three years, and he would rather have it at the end of the three years than now, because the experiment was for three years, and they could not get the result of a three years' experiment from two and a-half years' trial. Let them during the time which remained until July use all their efforts to get the inquiry set on foot.

Mr. U. H. CUMBERLAND (London) said the meeting seemed to be perfectly unanimous as to the necessity for an inquiry, but there were two points he would like to mention in connection with the working of the Act. One related to the question of expense, the other to that of responsibility. With regard to expense Mr. Rubinstein had observed that in the case of a possessory title after the first transaction on all future occasions there would be the scale fee charge. He (Mr. Cumberland) thought that was a mistake. The scale fees would not be chargeable, but schedule fees would be. And the scale, if it had any purpose to serve at all, was intended to protect the pockets of the small investor. It was not a question of large properties where there was no difficulty about scale charges and so forth. It was the small investor who would suffer by charging under Schedule II. Instead of under the scale. In a case which had come before him recently the scale charges were £6, and the charges under Schedule II, if he had had the conscience to send them in, would have amounted to about £18. Then with regard to the question of responsibility. It seemed to him an unreasonable thing that they should be required to go to the registry to complete every transaction or take the very grave personal responsibility involved in not doing so. They were aware that if a caution was entered it ranked not according to the title entered but according to the title in respect of which it had been registered. Consequently, if a solicitor had a transaction to-day and went to complete to-morrow, and found that since the registration to-day there had been registered a caution in respect of the equitable title taken before the assignment had been entered, the solicitor would be responsible, and there would be a proportionate responsibility to the clients. He had placed this difficulty before the registrar,

but the only satisfaction he could get was "You must register at the close of the office hours one day, and complete your transaction the next morning before the other party has had time to enter the caution." This meant that one must wait until the doors opened and get in first before the rest of the crowd. He did not think that was a seriously workable suggestion, and that the responsibility was a serious one.

The President: As there seems to be unanimity in the meeting, I may say that the motion made by Mr. Rubinstein expresses the feeling of the Council upon the subject, and perhaps it is not necessary to continue the discussion. I may now, therefore, take the vote upon it.

The motion was carried unanimously and with applause.

INTERMEDIATE EXAMINATION.

Mr. C. W. HOLMES (London) moved, in accordance with notice: (1) "That as an encouragement to article clerks, the successful candidates at all future intermediate examinations be divided into two classes, first and second respectively"; (2) "That those whose names appear in the first class shall *ipso facto* be privileged to sit for honours at the final examination without payment of any fee therefor"; and (3) "That these privileges shall apply to all candidates who pass the intermediate examination after the first of January, 1901." He observed that the question of education would be greatly to the front in the present century. The War Office had moved in the matter, and the King's Speech had also referred to it. Therefore he did not think the society should be behindhand with regard to education. He had before him figures shewing the number of candidates who had passed the intermediate examination during the last four years, and he found that on an average 609 had passed annually. These ultimately proceeded to the final examination, and the average number of candidates for final examination was 860 each year. That being so, the society was responsible for sending out two solicitors every working day. But there was a bright side, for one-sixth of the gentlemen who went through the final examination—passed in honours. Although only one-sixth passed, there was no doubt a larger number who tried for honours, and that shewed that amongst article clerks there was some ambition to distinguish themselves. The results were so good with regard to the final examination that he thought the system might in some form be applied to the intermediate examination so that the article clerks might have encouragement earlier in their articles. He had suggested that the candidates should be divided into two classes. This would necessitate rather a severer test than at present, but he believed it would be beneficial on the whole, for the simple reason that there would be no comparison between the intermediate examinations and the final, as they were completely out of proportion the one with the other. He thought it would be to the interest of article clerks and the profession if the intermediate examination were braced up a bit. At present rather more than two-thirds of the candidates passed, and he did not think it would do any harm if the casualties were larger at the intermediate examination, because that might be the means of driving the lazy and those who had not much brains to seek their fortune elsewhere. The profession did not thrive on blockheads, and he thought these should try their fortune elsewhere. The second portion of the motion was only applying to a certain extent the principle that prevailed in regard to the final examination. At that examination men got prizes and certificates. If this induced the poor article clerk, who, he was afraid, in many offices was very much like a sheep without a shepherd, to take an interest in his own progress, it would be better for him and for the profession also. The third portion would mean that the society began the new century properly, and he thought that as he had given notice of the resolutions before the time had expired for giving notice for the first examinations in the century there ought not to be any difficulty. He had spoken to several solicitors about the matter, and they had agreed with him that it would be to the advantage of article clerks if a little more encouragement were given them in the early part of their articles. They were very often left very greatly to themselves, and if the intermediate examination was severe they would either have to pass it or leave the profession, and if they passed they would be the more useful in the office.

Mr. HARVEY CLIFTON (London) seconded the motion. He said that he personally had spoken to many of the younger solicitors and to article clerks, and there was a very strong feeling that something of the kind should be done. If Mr. Holmes' suggestions led to a further consideration of the subject, he thought that, although the motions might not be carried to-day, the discussion might not be wholly in vain.

Mr. PENNINGTON said his fear was that, if any scheme of this kind were adopted, it would rather have the effect of drawing article clerks away from transacting the business of the office. He thought the most valuable part of the education of an article clerk was to be found in learning the business of the office, not in reading Stephen's Commentaries, which he had to do for the intermediate examination, though, of course, that was very necessary and useful. But it was essential that they should educate their article clerks so as to make them men of business, and he was afraid that, if the society offered inducements to article clerks to read with a view of gaining some advantage in the shape of honours, either at the intermediate examination or otherwise, it might have the effect of drawing them away from what he thought was the most useful part of their education—namely, the transacting the daily work of the office. This observation, of course, particularly applied to men who served for only three years. According to his own experience, a man who had been in an office for three years only was not able to make himself fit and competent to transact business as it ought to be transacted. It took a very long time to educate a man and make him a good man of business. And though, of course, he (Mr. Pennington) did not wish to make any objection to the principle itself, he did feel that that might be the effect of it. He would therefore suggest that things should be left as they were as regarded the inter-

mediate examination. It was quite right that there should be an opportunity of seeing that a man had been reading and making himself acquainted with law to some extent, during his articles; but he thought that, if encouragement such as suggested were offered, the practical effect would be that principals would very seldom be able to induce their articled clerks to devote the whole of their time, as he thought they ought to do, to the practice of the profession in the office.

Mr. H. MANISTY (London) said, with regard to one observation by Mr. Holmes, that he did not quite think that because a certain percentage of clerks were at present plucked for the intermediate examination, therefore it should be supposed that good would be done by trying to cause a greater number to be plucked. That could not possibly be their object. Their object must be that there should be a certain standard that a man ought to rise to in his intermediate examination. If he failed to rise to that standard he should be plucked. What that standard might be was one question; but if he succeeded in attaining that standard he ought not to be plucked. It was not for them to determine whether too many or too few men enter the profession, but only to see if they had qualifications necessary for carrying on the business of a solicitor. He agreed with the rest of Mr. Holmes' remarks. He could not follow Mr. Pennington exactly. A certain standard of examination was required. Some men would endeavour to pass that well, and some would be content if they simply scraped through. Surely it was desirable to get men to pass as well as they possibly could. If the honours standard was so high that it prevented men from attending to their business in the office that standard ought to be lowered. But let the standard be fixed, and then the endeavour should be to make the candidates pass the examination in the best possible way. If that were accepted as the position, surely then it would be an encouragement to a man to tell him so. It would encourage him during the rest of his articles. The candidates were placed in the first, second, and third classes at the final examination; why, therefore, should not credit be given to the man who had gone in for his examination at the standard which the society had fixed for the intermediate, and had done it well? Why should he not be encouraged? He therefore did not follow Mr. Pennington exactly with regard to the arguments he had used as to first and second classes. But that the standard of examination should be fixed too high would be another matter, because it might have the effect Mr. Pennington had objected to, of preventing the clerk from attending to the duties of the office, which they knew was necessary to acquiring a knowledge of the actual work of the office.

Mr. W. MELMOTH WALTERS (London) said he did not follow Mr. Manisty. It had always seemed to him that the intermediate examination was instituted for the purpose of ensuring that the articled clerks should not be idle in the matter of law reading during the period of five years that they were under articles, and coach themselves up during the last few months. The intermediate examination was therefore held during the articles. There was no idea when it was instituted of creating a competitive examination between a number of men at an early stage of their career. It was only an elementary knowledge of law that they were expected to acquire, and the examination was for the purpose of shewing that they had *bona fide* read law during that period. The notion of competition was not present. It really was tried at one time by the society, but had not proved a success. Therefore, upon principle, and as the result of practice, he should vote against the motion.

Mr. HOLMES, in reply, said that a better class of men was wanted now than before. Education all round had shewn a tendency to improve. He hoped they were going forward, and not resting satisfied with what was good enough years ago. He urged that his suggestion should be tried, and if it failed it could be withdrawn. There was a keener lot of reading men, university men, in the ranks of the profession, which shewed that a better class of men was coming into it.

The motion was carried by 30 votes to 9.

MONTHLY JOURNAL.

Mr. HARVEY CLIFTON asked, in accordance with notice: "Whether the Council consider it advisable to issue to members (and, if not, why not) a monthly journal incorporating all the printed matter now issued periodically and separately by the Council, whereby expense might be saved, and a journal representing distinctly the views and interests of solicitors as a body might be produced."

The PRESIDENT: The answer to Mr. Harvey Clifton's question is that the Council intend to continue and extend the experiment which is being made of publishing information to members in the monthly issue of the *Register*, but they do not propose at present to issue any other monthly journal.

Mr. HARVEY CLIFTON: May I just explain—

The PRESIDENT: I have answered your question, Mr. Clifton.

SOLICITORS IN PARLIAMENT.

Mr. HARVEY CLIFTON also asked, in accordance with notice: "Why have not solicitors who are members of the House of Commons the same privilege as barristers in being exempt from service on committees of the House; and whether if, as appears, the privilege accorded to barrister M.P.'s is an improper and selfish one, placing them in an unfairly advantageous position, the society will lend its influence to bring about an abrogation of the present order?"

The PRESIDENT: The answer to Mr. Harvey Clifton's question on this point is that barristers who are members of the House of Commons are not exempt from service on committees and that they do in fact serve. The appointment of members to serve on committees rests with the Committee of Selection and the intervention of the society in the interests of solicitors who are members of the House of Commons appears unnecessary and would be improper.

Mr. HARVEY CLIFTON: My question was based on a motion in the House moved by Mr. Thomas a few years ago. Mr. Thomas moved—
The PRESIDENT: I think you are not entitled, Mr. Clifton, to continue the discussion.

MEMBERSHIP OF THE SOCIETY.

Mr. HARVEY CLIFTON moved, in accordance with notice: "That the Council be recommended to take the necessary steps to ensure that every person admitted on the roll of solicitors in the future becomes, on admission, a member of the Incorporated Law Society of the United Kingdom, and that all solicitors not members of the society should become members." He said that possibly they would be told by members of the Council that this was a matter which presented very great difficulty. No doubt that was so. The charter as it stood provided by clause 10 that the election of all members of the society should be within the discretion of the Council and by bye-law 3 the system of election was to be by ballot. The charter under which the society's constitution existed was nearly sixty years old, and in many respects it was not up-to-date and might be very well renewed. Since it was granted the society had grown in a very remarkable way and it now exercised functions which it did not exercise in the olden days. It controlled the examination of those entering the profession, it controlled the rolls, and it had the Discipline Committee. It would be urged probably by some members of the Council that there were many solicitors on the roll who were not fit to be members of the society. He thought that the system of weeding out began at the wrong end and that they were setting up a higher standard of membership of the society than for admission on the roll. Year after year there had been presidential invitations to men on the roll to become members of the society, and successive presidents had invited men to join and offered to propose men for election whom they had never seen and knew nothing about. Therefore the system of ballot was practically a farce. In the introduction which Mr. Freshfield had written to a very admirable publication of the society called "The Records of the Society of Gentlemen Practisers in the several Courts of Law and Equity," he had referred to the society as the most powerful of London Guilds. At present it could hardly be said that that was true. He saw from those records that about sixty years ago the members of the then society met at what was called the Devil's Tavern, and to-day they met in the hall of the society, so that they had made some small advance. At present the number of members was 7,800, whilst on the roll there were double the number of practising solicitors. The advantages to the society of having increased membership was so obvious that it was hardly necessary to point it out. Possibly the matter might have some consideration and the Council might bring it up in a report. The advantages of adopting the motion were undoubtedly solid. Thus there would be the technical advantages that would accrue to the society. It might possibly get greater *esprit de corps*, and there were other advantages that would occur to everybody. The society might then dispense with the wretched Government dole which it now received and which placed the society in a false position. There were many solicitors who objected to joining the society, as they said it did absolutely nothing for them. He did not agree with them, for the society did a great deal, as the annual report would shew if solicitors would only take the trouble to read it, although he thought it was published in a very weak, emasculated form. It shewed traces of the blue pencil of someone and might be much fuller. But even as it stood it shewed a great deal of hard work done by men who gave a great deal of time to the affairs of the society and who had seats upon the Council. Another thing which was frequently suggested to him was that the Council were out of sympathy with the younger men in the profession. He did not pretend to say whether that was true, but that allegation was made, and made very widely. He would suggest that the annual certificate duty should be reduced by a sum equal to the subscription to the society. The profession was taxed more heavily than any other profession in existence; therefore, seeing the great obligations cast upon the solicitor, under the Discipline Act, for instance, it would not be at all unfair that the Government should make a reduction of the duty so that there would be no hardship in asking men to become members of the society. It was not quite fair to take the feeling of a comparatively small meeting, as it now was, upon so large a matter. But he had thought it possible that with the approval of the Council a mixed committee of members of the society and members of the Council might sit in order to consider the matter and make a report to a meeting of the society. There was a fair large feeling outside to judge from letters he had received from Liverpool and especially the North of England. He had received a letter from Rochdale which said there was a feeling in that town against the society, and there was thought of forming a separate body. There was too great a tendency in the society to leave things alone, but they should not stand still. Reform of every kind was scotched as soon as it was mooted. There was too much of that scotching process going on. The advantages of a mixed committee would be great. Why not have some men on the committee who would be untrammelled by any tradition, and why not have the advantage of getting the opinions of outside members in a way which was not possible now? What was wanted was to interest men in the society. If they got some outside assistance on the committee they would get a grip which to some extent seemed to be lacking at present.

The PRESIDENT: The Council entirely sympathize with you in wishing that every solicitor should be a member of the society. But the difficulty is the practical one as to whether that can be, and if so, how it can be effected. The Council appointed a committee some two months ago which has been hard at work upon that question, but it has not yet been able to make its report. And I can say for that committee that if Mr. Clifton, with any friends of his who have suggestions to offer, will favour us with practical suggestions as to how the object can be carried out we shall be only too glad to have those suggestions and to make the best possible use of them.

Mr. HARVEY CLIFTON said that in view of that statement he would withdraw the motion. He understood the president to say the Council were in favour of all members of the profession becoming members of the society?

The PRESIDENT: In principle.

Mr. H. H. GRIBBLE (London) said he had heard no reasonable arguments in support of the proposal. He thought it would do very great harm if it imposed upon every solicitor the necessity of becoming a member of the society.

The PRESIDENT said it was not proposed that there should be any imposition.

Mr. GRIBBLE said that was what Mr. Clifton wanted, and there was a strong objection to it.

The PRESIDENT: Are you seconding the motion?

Mr. GRIBBLE: No; quite the contrary.

The PRESIDENT: Then the business of the meeting is at an end.

A vote of thanks to the president, moved by Mr. WARE (London), to which the president briefly responded, terminated the proceedings.

COUNCIL ATTENDANCES.

Total number of attendances at the Council and Committees from the 19th of April, 1900, to the 19th of April, 1901, exclusive of attendances on Statutory Committee:

Name.	Council.	Committees.	Name.	Council.	Committees.
Mr. Addison ...	28	62	Sir A. K. Rolitt ...	18	7
" Attlee ...	23	27	Mr. Saunders ...	9	1
" Barker ...	35	103	" Stewart ...	22	6
" Beale ...	17	21	" Vassall ...	8	—
" Blyth ...	29	30	" Walters* ...	32	4
" Bristow ...	30	32	" Wightman ...	3	1
" Budd* ...	21	6	" Williams ...	8	4
" Cunliffe ...	17	16	" Winterbotham ...	30	21
" Ellett* ...	34	41	" Witham* ...	30	53
" Fladgate* ...	7	1	<i>Extraordinary Members.</i>		
Sir Henry Fowler ...	8	1	Mr. Ansell† ...	4	—
Mr. Frere ...	22	20	" B. H. Carter† ...	6	—
" Freshfield ...	22	5	Sir E. W. Knockert ...	5	—
" Godden* ...	22	39	Mr. E. E. Meek† ...	—	—
" Gray ...	28	29	" H. J. Osborne† ...	3	—
" Gray Hill ...	12	5	" A. Pope† ...	—	1
" Gribble ...	19	16	" F. E. Roberts† ...	1	—
" Hollams ...	30	15	" O. L. Sameont† ...	6	6
" Howlett ...	12	—	" Stevens† ...	2	1
" Hunter* ...	16	—	" J. H. Cooke† ...	4	—
" Johnson ...	29	22	" Rd. Enfield† ...	—	—
" Keen* ...	36	10	" Hill Motum† ...	1	—
" King ...	32	33	" J. B. Parkin-son† ...	2	1
" Lee ...	18	19	" C. T. K. Roberts† ...	3	—
" Manisty ...	31	51	" T. K. T. Strick† ...	—	—
" Margetts ...	17	3	" F. O. Taylor† ...	1	1
" Marshall ...	9	—	" W. A. Weightman† ...	2	6
" Milne ...	4	—			
" Morrell ...	9	5			
" Parker ...	18	13			
" Pennington ...	36	141			
" Rawle ...	28	83			

* Members of the Statutory Committee, for whose attendances see separate list.

† Retired, October, 1900.
‡ Elected, November 2nd, 1900.

Total number of attendances on Statutory Committee from the 26th of April, 1900, to the 18th of April, 1901, inclusive:

Mr. Budd ...	21	Mr. Hunter ...	75
" Ellett ...	27	" Keen ...	48
" Fladgate ...	49	" Walters ...	22
" Godden ...	8	" Witham ...	8

UNITED LAW SOCIETY.

April 29.—Mr. R. C. Nesbitt in the chair.—Mr. E. T. Spence moved: "That a man should be at liberty to marry his deceased wife's sister." Mr. J. Boycott opposed. There also spoke: Messrs. S. Davey, J. F. W. Galbraith, N. Tebbutt, P. B. Walsley, P. Aylen, W. H. Champness, and H. S. Bishop. The motion was carried by four votes.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S INN.—William N. Gibb (studentship C.L.E., Hilary Term, 1901), Caius Coll., Camb., B.A.; Harold M. Wiener, Caius Coll., Camb., M.A., LL.B.; William J. Lias, Jesus Coll., Camb., M.A.; John W. F. Beaumont, Pembroke Coll., Camb., B.A.; Harold W. Giffard, Exeter Coll., Oxford, B.A.; James T. Plowden-Wardlaw, King's Coll., Camb., M.A.; William Copping; Sidney A. Kyffin, London Univ.
INNER TEMPLE.—Owen J. Llewellyn, B.A., Camb.; Lewis C. Loyd, B.A., Camb.; Robert C. P. Ramsden, B.A., LL.B., Camb.; Edgar W. Walker, B.A., Oxford; William T. J. Gun, B.A., Camb.; Oscar J. Kuhn, B.A., Camb.; Harold S. Nicholas, B.A., Oxford; Arthur H. A. Currie, B.A., Oxford; James G. Heath, B.A., Oxford; William W. Lucas, Camb.; Benjamin O. Bircham, B.A., Oxford; Albert P. A. Profumo; Nugent C. Grant; Charles R. Dunlop, M.A., B.C.L., Oxford; Stanley S. Taylor, B.A., Camb.; and Henry W. Boys, B.A., Oxford.

MIDDLE TEMPLE.—Frederick W. Thomas; Malcolm B. Milne; Henry S. B. Buée; Arthur S. Cohen; Charles R. Brigstocke, Campbell-Foster Prize, Easter, 1900, J. J. Powell Prize, Hilary, 1901; William P. Cox; Sadiq Ali Khan, B.A., Allahabad Univ.; Kazim Ali Khan, Allahabad Univ.; Robert D. Workman; James A. Battersby; John J. Mooney, of the Irish Bar, M.P.

GRAY'S INN.—Gurdit Singh, Punjab Univ.; Virchand Raghavji Gandhi, B.A., Bombay Univ.; John M. Davies; Mohammed Shah Nawaz; Mumtaz Hussain, B.A., Allahabad Univ.; Arden Scholar, Gray's Inn, 1901; Shankar Nath.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 23.—Chairman, Mr. J. D. A. Johnson.—The subject for debate was: "That the case of *Montefiore v. Guedalla* (1901, 1 Ch. 435) was wrongly decided." Mr. G. W. Powers opened in the affirmative, and Mr. W. P. Cox seconded in the affirmative; Mr. W. Arnold Jolly opened in the negative, and Mr. W. H. P. Gibson seconded in the negative. The following members also spoke: Messrs. Vanderpump, Battersby (visitor), Neville Tebbutt, Hart, Harnett, and F. G. Jones. Mr. Powers having replied, and the chairman having summed up, the motion was lost by eleven votes.

April 30.—Chairman, Mr. A. H. Richardson.—The subject for debate was: "That in the opinion of this House the Government scheme for the reform of the army is impracticable." Mr. Archibald Hair opened in the affirmative, and Mr. Arthur E. Clarke opened in the negative. The following members also spoke: Messrs. Harnett, W. V. Ball, Dr. Miall, Messrs. Croom Johnson, Rendell, Dods, Edwards, Pleadwell, Neville Tebbutt. Mr. Hair having replied, the motion was put to the House, and was carried by one vote.

BIRMINGHAM LAW STUDENTS' SOCIETY.—April 23.—Mr. Graham Milward, barrister-at-law, presided.—The following moot point was discussed: "A. is the occupier of a public-house. Attached to the house is a heavy sign which projects over the highway. The sign falls upon B., who is passing along the highway, and injures him. The sign fell in consequence of a defective hook, of which A. did not know, and which he could not with reasonable precaution have discovered. Has B. a right of action for damages against A.?" (*Terry v. Ashton*, L. R. 1 Q. B. D. 314). The speakers in the affirmative were Messrs. F. Thwaite, E. A. S. Cox, G. F. Pearson, and J. W. Hallam; and in the negative Messrs. T. F. Duggan, G. Thomas, H. W. Lyde, and W. H. Coley. After a very clear and able summing up by the chairman, the motion was put and resulted in a dead-heat; the chairman gave his casting vote for the negative. It should be noted that the students thus gained counsel's opinion upon an unsettled point of law without paying the fee. A hearty vote of thanks to Mr. Milward for presiding brought the meeting to a close.

April 30.—A third and final lecture on "The Sale of Goods Act, 1893," was delivered by Mr. Horace Norton, barrister-at-law, at the conclusion of which a hearty vote of thanks was passed to Mr. Norton for his instructive and interesting lectures and for the time and trouble which their preparation had entailed upon him.

LEGAL NEWS.

APPOINTMENT.

Mr. WASEY STERRY, barrister, has been appointed Judge of the Soudan. Mr. Sterry was called to the bar in 1892, and has practised at the Chancery bar.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

JOHN ROBERT ELSTON HUNTON and FREDERIC BYERS WATSON, solicitors (Hunton & Watson), Stockton-on-Tees. April 27. The said Frederic Byers Watson will continue the business in his own name at the above address. [Gazette, April 30.]

GENERAL.

A correspondent of the *Times* says that the Lord Chief Justice, who has been sitting with a Divisional Court, heard no fewer than sixty cases, which were in his list, during last week.

The twentieth annual conference of the International Law Association will be held in Glasgow, by the invitation of the Lord Provost and corporation of that city, on the 20th of August and the following days.

Mr. Howard Carlile Morris, solicitor, of Walbrook, and one of the members of the Common Council for the ward, has accepted a requisition to stand as a candidate for the office of alderman of Walbrook Ward, vacant by the death of Mr. Samuel Green.

The Lord Chief Justice and Bruce, J., have fixed the following commission days for holding the summer assizes on the North-Eastern Circuit—viz., Newcastle, Saturday, the 6th of July; Durham, Saturday, the 13th of July; York, Saturday, the 20th of July; Leeds, Thursday, the 25th of July.

A Reuter's telegram from Vienna states that the President and Committee of the Vienna Chamber of Advocates have tendered their resignations. The reason assigned for this step is that the chamber regards the lawyers' tariff of fees drawn up by the Ministry of Justice as prejudicial and insulting.

It is stated that the Home Secretary has issued a writ for £16,000 against the London and North-Western Railway Co. for their alleged evasion of the housing clause in their Act of 1888 in respect of the persons displaced in Stanhope-street, Granby-street, and Mornington-road, N.W. This is understood to be the first time that such a writ has been issued.

A correspondent of the *Times* says that the trial of Chancery final appeals by two of the Lords Justices, instead of three, is evidently not in favour with litigants, as the response to a notice recently issued requesting those parties who would thus consent to have their appeals tried to communicate with the cause clerk, has up to the present been one consent only.

The Judicial Committee of the Privy Council resumed their sittings after the Easter Vacation on Tuesday, their list of business including, says the *Times*, fifteen appeals for hearing. Of these there were from Bengal three, Rangoon two, Oudh two, New South Wales two, and from Bombay, Allahabad, Malta, Constantinople, Ceylon, and Victoria one each. There is also a petition for the prolongation of a patent and there are three judgments for delivery.

In the course of the hearing of an application in the Court of Appeal No. 1, on the 26th ult., counsel, who at that time had not mentioned the name of the case, said he would not mention the names. Thereupon, according to the *Times* reporter, the Master of the Rolls said: I strongly object to that. It seems to be getting rather common. This is a public court of justice, and I entirely disapprove of names being suppressed. Counsel thereupon stated the name of the case.

Mr. Chamberlain (says the *Daily Mail*) has called a conference to discuss the advisability of transferring the jurisdiction of the House of Lords and the Privy Council in respect to appeal cases to an Imperial Court of Appeal, which shall finally decide all supreme appeal cases, whether affecting the British Isles, Australasia, India, or any of the other colonies. The delegates are mostly now on their way to England. Sir James Prendergast represents New Zealand and Mr. J. Rose-Innes Cape Colony.

A Scottish correspondent of the *Times* writes to inquire whether a Scots precedent may suggest a remedy for the mischief referred to by Sir Robert Reid in the House and in your leader of to-day? In 1868 there was an apparently hopeless state of arrears in the Inner House—i.e., in the Scots Court of Appeal. The Act 31 & 32 Vict. c. 100, was passed, and by section 8 thereof there was authorized a Court of Lords Ordinary (or puisne judges) to sit concurrently with the two divisions of the Inner House; and by an Act of Sederunt, 14th of October, 1868, the court was set up. By the end of the winter session the arrears were cleared off, and they have never recurred.

In the House of Commons on the 26th ult. Mr. W. F. D. Smith asked the Attorney-General whether he could state to what date had the application of the compulsory clauses of the Land Transfer Act, 1897, to the City of London been postponed, and why had any postponement taken place. The Attorney-General said: The postponement operates until the 1st of January, 1902. The Lord Chancellor received a deputation from the City last February, who signified that objections had been raised to the application of the Act to the City; the Lord Chancellor considered that time was required to receive and consider the details of such objections and agreed to recommend the postponement accordingly.

The dispute as to the Hereditary Poulterer at Holyrood reminds us, says the *St. James's Gazette*, that there are many strange positions which are still part and parcel of our monarchical system. The most extraordinary of them all is surely that of the "Officer of the Pipe," who, though his particular title has gone, still receives £82 9s. 8d. a year. Such quaint offices as these are constantly being abolished, and the turn of the Officer of the Pipe may come. If it ever does, the Government will compensate him handsomely, as it always does the holders of abolished offices. The establishment of the Divorce Court belongs to almost ancient history, but it still costs us a good deal every year in compensation. When the regular Divorce Court was established, and the ecclesiastical courts ceased to deal with matters matrimonial, every person practising as a proctor in those courts was entitled after two years to claim compensation, which was fixed on the basis of his average yearly loss of income in respect of matrimonial cases. As a rule, an annuity of about half this loss was granted for life. Even such a simple change as the transfer of the Royal Courts of Justice from Westminster to the Strand meant that a handful of people lost their livelihood, and the keepers of the robing-room in the old courts receive their hundreds a year now that their robing-rooms are gone.

On the 29th inst. application was made to review a taxation under an order in an administration action, which had been going on for many years. The taxation was, says the *Times*, between party and party, and the question was as to the allowance of a special fee of fifty guineas to leading counsel. Mr. Justice Joyce, in giving judgment, said that the fee in question was sixty guineas, made up, as appeared by the endorsement upon the brief produced before his lordship, of ten guineas, the fee on the brief, and fifty guineas special fee, the leading counsel instructed being one of those who do not accept a brief in any court without an additional special fee of fifty guineas. The taxing-master's answer to the objections was in the following terms: "The claimant was obliged to brief a leader from another court, all the leaders in Mr. Justice Kekewich's court having been retained by other parties in these proceedings. He had, therefore, to pay a larger fee to such counsel than would otherwise have been necessary. This fee I have reduced by the sum of ten guineas. I consider in my discretion that under these circumstances the fee allowed is reasonable and proper." This, in his lordship's opinion, was not an admissible course for the taxing-master to adopt under the circumstances, but, even if it were, the proper fee to be allowed would

be seven guineas, and no more, the fee paid to the junior counsel being only five guineas. His lordship considered that in the present case a fee of fifty guineas upon the brief of the leading counsel, whether practising within or without the bar, would be grossly exorbitant and unjustifiable. The only question really was whether the special fee of fifty guineas was to be allowed on such a taxation, and his lordship thought that it was enough for him to say that, even if such a special fee could ever be allowed (and as at present advised he thought it could not) there were not his opinion any special circumstances sufficient to warrant the allowance in the present case. Consequently, he declined to allow the special fee, and the fees charged must be reduced by that amount—viz., fifty guineas.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KKKK.	Mr. Justice BYRKE.
Monday, May	6 Mr. Pugh	Mr. Church	Mr. Carrington	Mr. Jackson
Tuesday	7 Beal	Greswell	Lavie	Pemberton
Wednesday	8 Farmer	Church	Carrington	Jackson
Thursday	9 Leach	Greswell	Lavie	Pemberton
Friday	10 Godfrey	Church	Carrington	Jackson
Saturday	11 King	Greswell	Lavie	Pemberton
	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, May	6 Mr. Leach	Mr. King	Mr. Beal	Mr. Greswell
Tuesday	7 Godfrey	Farmer	Pugh	Church
Wednesday	8 Leach	King	Beal	Pemberton
Thursday	9 Godfrey	Farmer	Pugh	Jackson
Friday	10 Leach	King	Beal	Lavie
Saturday	11 Godfrey	Farmer	Pugh	Carrington

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

- May 6.—Messrs. GEO. BRINSLEY & SON, at the Mart, at 2: Freehold and Leasehold Properties and Ground-rents. Solicitors, Messrs. Woodcock, Ryland, & Parker, and Messrs. Nash, Field, & Co., London. (See advertisements, this week, p. 4.)
- May 7.—Messrs. DOUGLAS YOUNG & CO., at the Mart, at 2: Leasehold Properties at Acton, Kensington, Wandsworth-common, Balham, Streatham, Barnes, and Croydon. Solicitors, Messrs. George Bell & Co., London.—Also at Chancery-common. Solicitors, Messrs. Fraser & Christie, London. Romford: Freehold Building Estate of 13 acres, solicitor, Arthur Porter, Esq., Romford.—Romford: Three Freehold Building Sites, solicitor, Arthur Porter, Esq., Romford.—Norwood: Freehold and Leasehold House, Upper Clapton: Leasehold House. Solicitors, Messrs. Chasen, Roscoe, Massey, & Co., London. (See advertisements, April 27, p. 3.)
- May 9.—Messrs. DOUGLAS YOUNG & CO., at the Angel Hotel, Ilford, at 7:—Ilford: Thirty-seven Freehold Plots. Solicitor, J. Howard Smith, Esq., London.—Ilford: Two Freehold Houses. Also a Double-fronted Residence; lease about 999 years. Solicitors, Messrs. Taylor & Taylor, London. (See advertisements, April 27, p. 3.)
- May 9.—Messrs. H. J. BISH & SONS, at the Mart, at 3: Freehold Business Premises, 179 and 181, Shoreditch High-street. Solicitor, Roderic Oliver, Esq., London. (See advertisement, this week, p. 5.)
- May 10.—Messrs. ELLIS & SON, at the Mart, at 2: Ground Lease of a modern Mansion, known as Baveno, Champion-hill; with possession; held on lease for 84 years from Lady Day, 1890, at £54 per annum. Solicitors, Messrs. Scott & Allan, Penrith, Cumberland; Messrs. Edwards & Son, London. (See advertisements, this week, p. 5.)

RESULTS OF SALES.

MESSRS. H. E. FOSTER & CHANFIELD sold the following Life Policies at the Mart, E.C., on Thursday last; also a Block of Miscellaneous Shares and Debentures:—

LIFE POLICIES:

For £1,500 in the Standard; life 81	...	Sold 1,110
For £1,000 in the Legal and General; life 61	...	810

MESSRS. C. C. & T. MOONS sold on Thursday last at the Mart, the Freehold Property 4 and 6, Fournier-street (late Church-street), Spitalfields; let on lease at £135 for £4,100 (over 50 years' purchase); Two Shops in Holloway-road for £400; and Three Houses in Mile End for £235. Result, £5,615.

WINDING UP NOTICES.

JOINT STOCK COMPANIES.

EXTENDED LAND CO., LIMITED.—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Hall and William Clarke Stennett, c/o Thomas Eggar, 15, George-st., Mansion House.

PRESTON GOLD CONCESSIONS, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Warner, 388, Mansion House Chambers, 11, Queen Victoria-st.

JOINT STOCK COMPANIES.

BARFF, LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Goddard, 46 and 47, London Wall. Stibbard & Co., 21, Leadenhall-st., solers to liquidator.

BRITISH ELECTRIC WORKS CO., LIMITED.—Puts for winding up, presented April 29, directed to be heard on May 8. Stibbard & Co., 21, Leadenhall-st., for Gwollands & Co., Birmingham, solers for p. 125. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 7.

COLONIAL INDUSTRIES CO., LIMITED.—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to J. F. Beston, 39, Lombard-st.

GENERAL OIL EXTRACTING CO., LIMITED.—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to Walter Fred Harris, Bank Chambers, Parliament-st., Hull.

HADLEY'S STORES, LIMITED (IN LIQUIDATION).—Creditors are required, on or before June 11, to send their names and addresses, and the particulars of their debts or claims, to Roland Allen Felton, 131, Edmund-st., Birmingham. Smith, Birmingham, solers for liquidators.

PALATINE SOAP CO., LIMITED.—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to John Edward Lees, 5, St. James's sq., Manchester.

PARNALL CONSOLIDATED GOLD AND SILVER MINES, LIMITED.—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to John Christian Masters, 145, Falmerton bldg., 93, Bishopgate-st. Within

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 16.

BRIDGEMAN, BENJAMIN, Bramley, nr Leeds, Cloth Manufacturer May 10 Day & Yewdall, Leeds
 BURNERS, GEORGE, Heavitree, nr Exeter May 6 Gould & Crompton, Exeter
 BOWEN, JOHN, Warboys, Huntingdon April 27 Maule & Sons, Huntingdon
 BOWELL, MARY CONSTANCE, Bath April 30 Miller & Co, Liverpool
 BUCHAN, WILLIAM, Handsworth, Stamper May 16 Egginton, Birmingham
 BUCHAN, JOHN HENRY HAWKING, Whitley, Yorks, Farmer June 8 Wood, York
 BUTCHER, THOMAS, Ipswich May 15 Rhyll, Norwich
 CALVERT, MARY, New Ferry, Chester May 17 Pugh Birkenhead
 CHILDSWORTH, ROBERT JAMES, Hackney, Chenille Manufacturer May 31 Anning & Co, Cheshire
 CHURCH, JULIUS, Leeds May 13 Barr & Co, Leeds
 COLE, ANNE MARY, Southampton May 18 Lea, Manchester
 COLES, GEORGE, Edgware rd, General Dealer June 1 Caxton & Morgan, Somerset st
 DOBNEY, GEORGE, Holdern June 4 Kimbers & Bostman, Lombard st
 DOUGHERTY, FRANCES, Eilesworth Fort, Chester April 30 Wilson, Birkenhead
 ELLIS, SOPHIA, CHARLTON, Fosse, Dorset May 31 Trevanion & Co, Bournemouth
 ELDER, JAMES, Redruth, Cornwall May 30 Paige & Trylle, Redruth
 EVANS, JAMES, Colwyn Bay, Denbigh May 31 Burdakin & Co, Sheffield
 GILL, HANNAH, Weston super Mare May 15 Hargreaves & Joblin, Durham
 GLADSTAY, JANE, Sheffield May 31 Burdakin & Co, Sheffield
 HENRY, SARAH, Ealing June 1 Pilley & Mitchell, Bedford row
 HODGKINSON, LOUISA GRACE, Llandudno May 31 Addleshaw & Co, Manchester
 HONE, EDWIN, Birmingham May 30 Walthall, Birmingham
 HUNT, JOHN, Fockenhams, Worcester, Farmer May 23 Browning, Redditch
 JACKSON, CHARLES JAMES, New Brighton, Chester May 11 Grierson & Mason, Liverpool
 JILL, ALICE BOBIE, Horncastle, Lincs May 11 Tread & Overton, Horncastle
 KENDALL, ELIZABETH JANE, Worthing May 14 Young & Co, St Mildred's ch, Poultry
 KINGS, EMMA, Brighton May 18 Nye & Treacher, Brighton
 LEWIS, FREDERICK JOHN, Bristol, Brewer May 30 Press & Press, Bristol

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 26.

ARNITAGE, WILLIAM ALBERT, Bradford, House Furnisher
 Bradford Pet April 23 Ord April 23
 ARSCOTT, JOHN, Honiton's Clyn, Devons, Licensed
 Victualler Exeter Pet April 23 Ord April 23
 BAKER, HENRY ALBERT, Bristol, Blacksmith Bristol Pet
 April 23 Ord April 23
 BAKER, WILLIAM HENRY COOPER, Woodville, Derbys,
 Grocer Burton on Trent Pet April 23 Ord April 23
 BARNARD, ARTHUR, Wimbledon, Commission Agent High
 Court Pet March 25 Ord April 22
 BARRATT, JOHN THOMAS, Doncaster, Fishmonger Sheffield
 Pet April 23 Ord April 23
 BARNON, EDWARD, Felbridge, Surrey, Licensed Victualler
 Tunbridge Wells Pet March 30 Ord April 23
 BERNARD, J. W., King st West, Hammersmith, Costumier
 High Court Pet Feb 24 Ord April 23
 BROAD, WILLOUGHBY GEORGE, Cardiff, Stationer Cardiff
 Pet April 23 Ord April 23
 BROWN, FREDERICK ROBERT, King William st, Solicitor
 High Court Pet Dec 14 Ord April 23
 BRUNSKILL, JOHN S., London Wall, Mining Agent High
 Court Pet March 23 Ord April 23
 BULL, THOMAS, Cropper, Derbys, Wheelwright Derby
 Pet April 24 Ord April 24
 CROOK, WILLIAM, King st, Cheshire, Tailor High
 Court Pet March 23 Ord April 23
 COX, JOHN DAVID, Spondon, Derbys, Painter Derby Pet
 April 23 Ord April 23
 CRANE, FREDERICK, Gainsborough, Driller Lincoln Pet
 April 24 Ord April 24
 DANIEL, EDWARD OSCAR, Draper's gdn, Stockbroker
 High Court Pet April 1 Ord April 23
 DART, WALTER HENRY, Crews, Baker Crews Pet April
 23 Ord April 23
 DEWSTER, JOHN E., Staple Hill, Glos, Draper Bristol Pet
 March 26 Ord April 23
 GARDNER, JOSEPH, Alameda, nr Southampton Liverpool Pet
 April 11 Ord April 24
 GOOD, WALTER ALFRED, Landport, Hants, Tailor Port-
 smouth Pet April 23 Ord April 23
 HALL, GEORGE THOMAS, Tidal Basin, Essex, Grocer High
 Court Pet April 23 Ord April 23
 HOUGHEN, WILLIAM CHARLES, Battersea, Baker Wande-
 worth Pet April 23 Ord April 23
 HUNT, HENRY, Baiton, Lincs, Grocer Sheffield Pet April
 23 Ord April 23
 JONES, WILLIAM HENRY, Stockport Stockport Pet April
 23 Ord April 23
 LANCASTER, WILLIAM JOHN, Bradford, Cab Proprietor
 Bradford Pet April 23 Ord April 23
 LANSDELL, EDWIN, Bridge, Kent, Fishmonger Canterbury
 Pet April 23 Ord April 23
 LIEBERMANN, ARNOLD, Leeds, Commission Agent Leeds
 Pet April 23 Ord April 23
 MCGILL, HENRY, Huddersfield, Cloth Presser Huddersfield
 Pet April 16 Ord April 16
 MCKEAN, EDWIN, Bradley, nr Bliton, Staffs Dudley Pet
 April 19 Ord April 19
 MASSINGHAM, HENRY GEORGE, Exeter, Managing Director
 of Shoe Supply Co Exeter Pet April 23 Ord April 23
 MOORE, TOM, Darley Dale, Derby, Railway Clerk
 Derby Pet April 23 Ord April 23
 NICHOLAS, ALFRED, Cheshire, Commission Agent High
 Court Pet March 19 Ord April 24
 NORRIS, HERBERT JOHN, King's Lynn, Fish Dealer King's
 Lynn Pet April 24 Ord April 24
 PLOWRIGHT, JOHN, Idle, Yorks, Stationer Bradford Pet
 April 23 Ord April 23
 REED, GEORGE, Bradford, Grocer Bradford Pet April
 24 Ord April 24
 READ, WILLIAM HENRY, Fairfield, nr Bromsgrove,
 Worcester, Builder Worcester Pet April 23 Ord April
 23
 RICHARDS, WILLIAM, Bishop's Castle, Butcher Leominster
 Pet April 23 Ord April 23
 ROBERTS, SAMUEL ALIC WILLIAM, Hutton gdn, Diamond
 Merchant High Court Pet April 23 Ord April 23
 SEDMAN, RICHARD CLARK DODSON, Gt Driffield, Yorks,
 Builders' Merchant Kingston upon Hull Pet April 23
 Ord April 23
 SHREAD, FRANK WILLIAM, Colchester, Builder Colchester
 Pet March 25 Ord April 23
 STRAD, ALBERT EDWARD, Leeds Leeds Pet April 24 Ord
 April 24
 STEEL, MRS E., Marlborough, Licensed Victualler Swindon
 Pet March 13 Ord April 23
 STERNES, BENJAMIN, New Cleethorpes Gt Grimsby Pet
 April 23 Ord April 23
 WILES ALFRED JOHN, and FRED HUSTER, Kingston upon
 Hull, Builders Kingston upon Hull Pet April 24 Ord
 April 24
 WILLIAMS, THOMAS JOHN, Pwllheli, Carnarvon, Grocer
 Portmadoc Pet April 23 Ord April 24
 YOUNG, CHARLES, Birmingham, Cycle Dealer Birming-
 ham Pet April 23 Ord April 23

FIRST MEETINGS.

ARNITAGE, DAVID, New Shildon, Durham Jeweller May
 3 at 3 Off Rec, 25, John st, Sunderland
 ARSCOTT, JOHN, Honiton's Clyn, Devons, Licensed
 Victualler May 16 at 10.15 Off Rec, 13, Bedford
 circus, Exeter
 AVEZATH, REINDELT GERHIT VOS VAN, Wolverhampton,
 Bedstead Manufacturer May 6 at 3 Off Rec, Wolver-
 hampton
 BEATON, CLARK, High Barnet, Herts, Laundry Proprietor
 May 4 at 3 Off Rec, Temple chambers, Temple st
 COURT, JOHN MAYNARD, Oxford, Licensed Victualler
 May 3 at 12 1, St Aldate's, Oxford
 DAVIES & SMITH, Cardiff, Drapers May 7 at 12 117, St
 Mary st, Cardiff
 FAIRHEAD, FRANK, Alresford, Hants, Nurseryman May 4
 at 11 Off Rec, 172, High st, Southampton
 FORD, WILLIAM HENRY, Goldhawk rd, Shepherd's Bush,
 Builder May 4 at 11.30 Off Rec, 95, Temple chambers,
 Temple st
 FROST, MRS, Fulham, Laundryman May 7 at 11 Bank-
 ruptcy bldgs, Carey st
 GOOD, WALTER ALFRED, Landport, Hants, Tailor May 3
 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 JOHN, ELIZA JESSIE, Cardiff, Butcher May 6 at 11 117,
 St Mary st, Cardiff
 JUDD, JOHN, Peterborough, May 16 at 10.15 Court house,
 King's Lynn
 LAIGHT, JOHN CHARLES, Upper Edmonton May 4 at 11
 Off Rec, 95, Temple chambers, Temple st
 LARIN, JOHN HENRY, Bewdley, Worcesters, Saddler May
 6 at 2.15 H G Ivens, Solicitor, High st, Kidder-
 minster
 LIEBERMANN, ARNOLD, Leeds, Commission Agent May 3 at
 11 Off Rec, 25 Park row, Leeds
 MCGILL, HENRY, Huddersfield, Cloth Presser May 3 at 11
 Off Rec, 19, John William st, Huddersfield
 MARSHALL, JAMES CHARNOCK, Rochdale, Manufacturing
 Chemist May 7 at 12 Townhall, Rochdale
 MASON, JAMES DOUGLAS CATTLEY, Petersham, Clerk May
 3 at 12.30 24, Railway app, London bridge
 MASSINGHAM, HENRY GEORGE, Exeter May 16 at 10.45
 The Castle, Exeter
 MOORE, TOM, Darley Dale, Derbys, Railway Clerk May 4
 at 12 Off Rec, 47, Pull st, Derby
 MOORING, GEORGE, Dunstable, Beds, Farmer May 3 at 12
 Off Rec, Bridge st, Northampton
 PAYNTER, THOMAS SMITH, Clapton rd, Holland pk av,
 Manufacturers' Agent May 10 at 11 Bankruptcy
 bldgs, Carey st
 PILLING, HANNAH, Rochdale May 7 at 11.15 Townhall,
 Rochdale
 PLOWRIGHT, JOHN, Idle, Yorks, Stationer May 3 at 12
 Off Rec, 81, Manor row, Bradford
 READ, WILLIAM HENRY, Fairfield, nr Bromsgrove,
 Worcester, Builder May 6 at 11.30 45, Coppenham
 st, Worcester
 ROBERTS, WILLIAM TH AS, Gt Grimsby, Ships' Iron-
 monger May 3 at 11 Off Rec, 15, Osborne st, Gt
 Grimsby
 SANDERS, THEODORE JAMES, Sheffield, Engraver May 3 at
 12 Off Rec, Figgate ln, Sheffield

MAIBETH, THOMAS ALEXANDER, Manchester April 30 Maibeth, Wicksworth, Derbys
 MARRIS, WILLIAM HENRY, Wilmslow, Staffs May 31 Owston & Co, Leicester
 MERRICK, HENRY, Bradford on Avon, Barrister at Law May 30 Merrick & Co, Broad
 st
 MILLS, GEORGE, Newton Abbot, Brewer June 1 Baker & Co, Newton Abbot
 NOBLE, GEORGE, Tynemouth, Consulting Engineer May 31 Ward, Newcastle upon
 Tyne
 NORTHCOLE, SELINA HELENA, Woodbury, Devon April 26 Battisill & Houlditch
 Exeter
 PATE, MARY ELIZABETH, South Norwood hill May 31 Powell & Burt, St Swithin's ln
 PINSNET, JOHN BALLE, Newton Busnel, Devon, Brewer May 24 Baker & Co, Newton
 Abbot
 PRATT, THOMAS, King's Heath, Worcester, Railway Agent May 14 Coley & Coley,
 Birmingham
 ROSE, JOHN, Walswood, Northumberland May 31 Ward, Newcastle on Tyne
 SALT, JOHN CHARLES, Knismore gdn May 15 Pridoux & Co, Goldsmith's hall
 SAUNDERS, WILLIAM UAME, Stratford sub Castle, and ROBERT COOK SAUNDERS, Ryde, I of W
 May 11 Fulton, Salisbury
 SHIRLEY, WILLIAM HENRY, Liverpool, Shipowner May 4 North & Sons, Leeds
 SKYNER, KATHERINE SOPHIA, Brighton June 1 Richardson & Sadler, Golden sq
 SMITH, HAROLD, West Dulwich May 1 Golden & Co, Hall
 TAYLOR, AGNES, Ulverston May 31 Hart & Co, Ulverston
 WARRINGTON, THOMAS POTTER, Bar May 28 Collier-Bristow & Co, Bedford row
 WHITEFORD, KATE HANNAH, New Brighton, Chester May 13 Vandys & Williams,
 Liverpool
 WOOD, WILLIAM, Rawdon, Yorks May 20 Walmaley, Yeaddon, nr Leeds

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before pur-
 chasing or renting a house have the Sanitary Arrangements thoroughly
 Tested and Reported upon by an Expert from The Sanitary Engineering
 Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee
 quoted on receipt of full particulars. Established 25 years. Telegrams,
 "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

SHREAD, FRANK WILLIAM, Colchester, Builder May 3 at 11
 Cups Hotel, Colchester
 SMITH, HERBERT MILNES, Portswood, Southampton, Grocer
 May 9 at 3 Off Rec, 172, High st, Southampton
 STEVEN, WILLIAM EDWARD, Coventry, Cycle Manufacturer
 May 3 at 11 Off Rec, 17, Hartford st, Coventry
 STOCKER, JAMES, Wandsworth Prison May 10 at 12
 Bankruptcy bldgs, Carey st
 WADLOW, EDMUND CHARLES, Shifnal, Salop, Farmer May
 4 at 11.30 Jerningham Arms Hotel, Shifnal
 WATLING, HARRY STEWARD, Norfolk, Architect May 6 at
 3.15 Off Rec, 8, King st, Norwich
 WATLING, HENRY ISAAC, Thorpe St Andrew, Norfolk,
 Builder May 6 at 3 Off Rec, 8, King st, Norwich
 WHITAKER, THOMAS, Manchester, Amine Dye Manu-
 facturer May 3 at 3 Off Rec, Byrom st, Manchester
 WILCOX, EDWARD MARTIN, Stoke Newington, Marantile
 Clerk May 3 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ARNITAGE, WILLIAM ALBERT, Bradford, House Furnisher
 Bradford Pet April 23 Ord April 23
 ARSCOTT, JOHN, Honiton's Clyn, Devons, Licensed
 Victualler Exeter Pet April 23 Ord April 23
 AVERY, CHARLES, King's Norton, Worcester, Hay
 Dealer Birmingham Pet March 30 Ord April 23
 AVEZATH, REINDELT GERHIT VOS VAN, Wolverhampton,
 Bedstead Manufacturer Wolverhampton Pet March
 25 Ord April 24
 BAKER, HENRY ALBERT, Bristol Bristol Pet April 23 Ord
 April 23
 BARRATT, JOHN THOMAS, Doncaster, Fishmonger Sheffield
 Pet April 23 Ord April 24
 BRADLEY, ALFRED, Leeds, Quarry Owner Leeds Pet
 March 29 Ord April 30
 BROAD, WILLOUGHBY GEORGE, Cardiff, Stationer Cardiff
 Pet April 23 Ord April 23
 BULL, THOMAS, Cropper, Derbys, Wheelwright Derby Pet
 April 24 Ord April 24
 COOPER, WILLIAM West Bromwich, Staffs, Auctioneer West
 Bromwich Pet April 19 Ord April 20
 COX, JOHN DAVID, Spondon, Derbys, Painter Derby Pet
 April 23 Ord April 23
 CRANE, FREDERICK, Gainsborough, Driller Lincoln Pet
 April 24 Ord April 24
 DART, WALTER HENRY, Crews, Baker Crews Pet April
 23 Ord April 23
 DE TUNZELMANN, GEORGE WILLIAM, Pennywell rd, East's
 Court, Engineer High Court Pet March 5 Ord
 April 23
 FAIRHEAD, FRANK, Ropley, Alresford, Hants, Nurseryman
 Winchester Pet April 19 Ord April 23
 FORD, WILLIAM HENRY, Goldhawk rd, Shepherd's Bush,
 Builder St Albans Pet March 16 Ord April 23
 GANNICLIFF, CHARLES CONRAD, Clevedon, Somerset,
 Temperance Hotel Proprietor Bristol Pet April 11
 Ord April 23
 GOOD, WALTER ALFRED, Landport, Hants, Tailor, Port-
 smouth Pet April 23 Ord April 23
 HALL, GEORGE THOMAS, Tidal Basin, Essex, Grocer High
 Court Pet April 23 Ord April 23
 HOUGHEN, WILLIAM CHARLES, Battersea, Baker Wande-
 worth Pet April 23 Ord April 23
 HUNT, HENRY, Baiton, Lincs, Grocer Sheffield Pet
 April 23 Ord April 23
 LANCASTER, WILLIAM JOHN, Bradford, Cab Proprietor
 Bradford Pet April 23 Ord April 23
 LANSDELL, EDWIN, Bridge, Kent, Fishmonger Canterbury
 Pet April 23 Ord April 23
 LIEBERMANN, ARNOLD, Leeds, Commission Agent Leeds
 Pet April 23 Ord April 23
 MCGILL, HENRY, Huddersfield, Cloth Presser Huddersfield
 Pet April 16 Ord April 16
 MCKEAN, EDWIN, Bradley, nr Bliton, Staffs Dudley Pet
 April 19 Ord April 19
 MARSHALL, JAMES CHARNOCK, Rochdale, Manufacturing
 Chemist Rochdale Pet March 13 Ord April 24
 MASSINGHAM, HENRY GEORGE, Exeter Exeter Pet April
 23 Ord April 23
 MAYFIELD, JOHN, Grantham, Baker Nottingham Pet
 March 11 Ord April 23

MOORE, TOM, Darley Dale, Derbys, Railway Clerk Derby Pet April 22 Ord April 22
 NORRIS, HERBERT JOHN, King's Lynn, Fish Dealer King's Lynn Pet April 24 Ord April 24
 FLOWRIGHT, JOHN, Idle, Yorks, Stationer Bradford Pet April 22 Ord April 22
 FREED, GEORGE, Bradford, Grocer Bradford Pet April 24 Ord April 24
 PUDDY, NATHANIEL STRONG, and CHARLES CHICK COX, Kingswood, Glos, Boot Manufacturers Bristol Pet March 29 Ord April 24
 READ, WILLIAM HENRY, Bromsgrove, Worcester, Builder Pet April 22 Ord April 22
 RICHARDS, WILLIAM, Bishop's Castle, Salop, Butcher Leominster Pet April 23 Ord April 23
 ROGERS, SAMUEL ALIC WILLIAM, Hatton garden, Diamond Merchant High Court Pet April 23 Ord April 23
 SAMUELS, ROSA, East Ham, Essex, Draper High Court Pet Feb 18 Ord April 23
 SARTON, ALFRED HARRY, Norwich, Cabinet Maker Norwich Pet April 4 Ord April 24
 SEDMAN, RICHARD CLARK DORSON, Gt Driffield, Yorks, Builders' Merchant Kingston upon Hull Pet April 22 Ord April 22
 SHEAD, FRANK WILLIAM, Colchester, Essex, Builder Colchester Pet March 25 Ord April 25
 STAPLES, JOHN JAMES, High st, Teddington, Solicitor Kingston, Surrey Pet March 14 Ord April 23
 STEAD, ALBERT EDWARD, Leeds Leeds Pet April 24 Ord April 24
 STEVE, BENJAMIN, Gt Grimsby Gt Grimsby Pet April 22 Ord April 22
 STEVEN, WILLIAM EDWARD, Coventry, Cycle Manufacturer Coventry Pet March 30 Ord April 23
 WILES, ALFRED JOHN, and FRED HUNTER, Kingston upon Hull, Builders Kingston upon Hull Pet April 24 Ord April 24
 WILLIAMS, THOMAS JOHN, Pwllhel, Carnarvon, Grocer Portmadoc Pet April 22 Ord April 22
 WINTER, GEORGE, Bristol, Grocer Bristol Pet April 10 Ord April 24
 YEOMANS, CHARLES Birmingham Oyster Dealer Birmingham Pet April 23 Ord April 23

ADJUDICATION ANNULLLED.

COOPER, THOMAS, jun, Bradley, Histon, Staffs, Iron Merchant Wolverhampton adjd June 18, 1896 Annul April 19, 1901

LONDON GAZETTE—TUESDAY, April 30.

RECEIVING ORDERS.
 AGAR, JOHN YEOMAN, Kirton, Lincs, Potato Dealer Boston Pet April 27 Ord April 27
 ASHCROFT, JOSEPH, Longton, nr Preston, Agricultural Implement Dealer Pet April 10 Ord April 26
 BALLANTYNE, THOMAS STANWIX, nr Carlisle, Tailor's Cutter Carlisle Pet April 25 Ord April 25
 BARLING, ROBERT, Maidstone, Grocer Maidstone Pet April 27 Ord April 27
 BEALE, WILLIAM HENRY, Handsworth, Staffs Wolverhampton Pet April 25 Ord April 25
 BIRLEY, GARIBIDE, Manchester, Grocer Manchester Pet April 25 Ord April 25
 BROAD, HANNAH, Coleridge rd, Crouch End, Chemist High Court Pet April 27 Ord April 27
 BURTON, WILLIAM, Ormskirk, Lancs, Provision Merchant Liverpool Pet April 25 Ord April 25
 COOLE, ALBERT EDWARD, Cardiff, Grocer Cardiff Pet April 25 Ord April 25
 CHAYEN, JOHN, Sheffield, Builder Sheffield Pet March 20 Ord April 25
 DIBBEN, GEORGE, Holloway rd, Islington, Furniture Remover High Court Pet March 27 Ord April 26
 DRAKE, RICHARD, Attleborough, Norfolk, Coachbuilder Norwich Pet April 27 Ord April 27
 EVANS, JOSEPH HENRY, Brynmawr, Brecons, Tailor Tredgar Pet April 27 Ord April 27
 FIELDEN, GEORGE WILLIAM, Walton, Surrey, Grocer Kingston, Surrey Pet April 12 Ord April 25
 GEORGE, FREDERICK, Stratford, Solicitor High Court Pet March 27 Ord April 27
 GODDARD, T S, Leyton, Essex, Professor of Music High Court Pet March 18 Ord April 25
 HAYES, RICHARD WILLIAM PALMER, Hartlepool, Grocer's Assistant Sunderland Pet April 26 Ord April 25
 HOCKENHULL, JOSEPH, Alderley Edge, Chester, Carter Macclesfield Pet April 21 Ord April 26
 HODGETTS, FRANK, Langley Green, nr Oldbury, Worcester, Grocer's Assistant West Bromwich Pet April 25 Ord April 25
 HUBBARD, ARTHUR, Countesthorpe, Leicester, Coal Dealer Leicester Pet April 27 Ord April 27
 JONES, THOMAS WILLIAM, West Bromwich, Staffs, Corn Merchant West Bromwich Pet April 27 Ord April 27
 KNOWLES, EDWIN WILLIAM, Southtown, Norfolk, Painter Gt Yarmouth Pet April 27 Ord April 27
 LEACH, WILLIAM WALTHAM CROSS, Herts, Chemist Edmonton Pet April 25 Ord April 25
 LEATHER, JOHN WILLIAM, St Leonards on Sea, Jobmaster Hastings Pet April 23 Ord April 26
 LEWIS, SIDNEY ALBERT, Cambridge, Tailor Cambridge Pet April 25 Ord April 25
 LONDON, FREDERICK HANDSWORTH BIRMINGHAM Pet April 15 Ord April 25
 MILLS, BENJAMIN GEORGE, Norwich, Butcher Norwich Pet April 26 Ord April 25
 MOAT, THOMAS, jun, Willoughby, Lincs, Grocer Boston Pet April 22 Ord April 25
 MOON, WILLIAM, and WILLIAM GARNER, Bexhill, Builders Hastings Pet April 15 Ord April 27
 MORTIMER, GEORGE PHILIP, Reading, Grocer Reading Pet April 26 Ord April 26
 PAYNE, JOSEPH, Black Heath, Staffs, Grocer Dudley Pet April 27 Ord April 27
 PRICE, WILLIAM, Blenheim, Mon, Carpenter Tredgar Pet April 27 Ord April 27
 REDMAN, ANN, Bradford, Confectioner Bradford Pet April 27 Ord April 27
 REES, WILLIAM, Fencalld, Glam, Grocer Swansea Pet April 18 Ord April 25
 ROBERT, SHADRACH GEORGE, Lower Park rd, Peckham, Tea Merchant High Court Pet April 25 Ord April 25

ROPER, CHARLES, Nettlebridge, nr Oakhill, Somerset, Draper Wells Pet April 27 Ord April 27
 SARGENT, ALFRED, Landport, Hants, Painter Portsmouth Pet April 25 Ord April 25
 SIMPSON, LEONARD FRANCIS, Nottingham, Commercial Traveller Nottingham Pet April 25 Ord April 25
 SKELTON, FRANK, Sheffield, Musical Instrument Dealer Sheffield Pet April 25 Ord April 25
 SMITH, J B, Regent st, Estate Agent High Court Ord March 30
 SMITH, JOHN HAMILTON, Phil, Somerset Bristol Pet April 25 Ord April 25
 SNOW, FRANCIS, Tiverton, Grocer Exeter Pet April 23 Ord April 25
 STEVEN, ADA MARY, Salisbury Salisbury Pet April 16 Ord April 25
 STOCKTON, THOMAS WILLIAM, Rochdale, Carrier Rochdale Pet April 27 Ord April 27
 STONE, JAMES, Watford Herts, Builder St Albans Pet April 24 Ord April 24
 STOREY, JOSEPH, Gateshead, Grocer's Manager Newcastle on Tyne Pet April 25 Ord April 25
 SWANWICK, ARTHUR WILSON, Walsall, Staffs, Cab-driver Walsall Pet April 25 Ord April 25
 THOMPSON, ARTHUR, Leeds, Cabinet Maker Leeds Pet April 25 Ord April 25
 TORKINGTON, ANNE, Horne Bay, Financial Agent High Court Pet Jan 5 Ord April 25
 WIDDUP, JOSEPH, JOSEPH BUTCLIFFE WIDDUP, SMITH FIELDEN, THOMAS WATSON HOLDSWORTH, and FRED GILL, Todmorden, Yorks, Cotton Manufacturers Burnley Pet April 25 Ord April 25

FIRST MEETINGS.

ARMITAGE, WILLIAM ALBERT, Bradford, House Furnisher May 9 at 11 Off Rec 3, Manor row, Bradford
 BAKER, HENRY ALBERT, Bristol May 8 at 12 Off Rec, Baldwin st, Bristol
 BANKS, WILLIAM HENRY COOPER, Woodville, Derbys, Grocer May 7 at 3 Middle rd, St. Station st, Burton on Trent
 BARNARD, ARTHUR WILSON, Surrey, Commission Agent May 7 at 12 Bankruptcy bldgs, Carey st
 BARRATT, JOHN THOMAS, Doncaster, Fishmonger May 9 at 12 Off Rec, Figgie la, Sheffield
 BEOR, FREDERICK HANDSWORTH PAINTER May 9 at 11 174, Corporation st, Birmingham
 BIRKHEAD, J W, Hammersmith, Costamier May 10 at 11 Bankruptcy bldgs, Carey st
 BRIDGES, WILLIAM, Kingston upon Hull, Ironmonger May 7 at 11 Off Rec, Trinity House la, Hull
 BROWN, FREDERICK ROBERT, King William st, Solicitor May 9 at 230 Bankruptcy bldgs Carey st
 BURTON, SAMUEL WYLES, Gloucester, Furniture Dealer May 9 at 18 Queen's Hotel, Reading
 BRUNSKILL, JOHN S, London wall, Mining Agent May 10 at 12 Bankruptcy bldgs, Carey st
 CARTLEDGE, ANNIE, Turbitt, Staffs, Tobacconist May 8 at 11 30 Off Rec, Kiosk st, Newcastle under Lyme
 CASE, JOHN, Brighton May 8 at 230 Off Rec, 4, Pavilion bldgs, Brighton
 CLELAND DOUGLAS LUTHER, Rock Ferry, Chester, Builder May 8 at 2 Off Rec, 35, Victoria st, Liverpool
 COLLINS, FRANK, Portlaidge, Horse Dealer May 8 at 3 Off Rec, 4, Pavilion bldgs, Brighton
 COX, JOHN DAVID, Spendon, Derbys, Painter May 7 at 11 Off Rec, 47, Full st, Derby
 DUNSTON, JOHN E, Staple Hill, Glos, Draper May 8 at 12 15 Off Rec, Baldwin st, Bristol
 EACKY, ERNEST ROBERT, Birmingham, Grocer May 8 at 12 174, Corporation st, Birmingham
 GARDNER, JOSEPH, Almsdale, nr Southport May 9 at 10 30 Off Rec, 35, Victoria st, Liverpool
 GILLIAT, EPHRAIM EDWARD, West Bridford, Notts, Commercial Traveller May 7 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 GREENHALGH, THOMAS, Nelson, Lancs, Fruit Merchant May 7 at 11 30 Off Rec, 14, Chapel st, Nelson
 HOPPER, THOMAS HUTCHINSON, Stockton on Tees, Draughtsman May 15 at 3 Off Rec, 8, Albert rd, Middlesbrough
 HOSBACH, GEORGE, Battersea, Baker May 7 at 12 30 24, Railway app, London Bridge
 HOUGHEN, WILLIAM CHARLES, Battersea, Baker May 9 at 11 30 24, Railway app, London Bridge
 LANCASTER, WILLIAM JOHN, Br-dford, Cab Proprietor May 7 at 11 Off Rec, 31, Manor row, Bradford
 LAWRELL, EDWIN, Bridge, Kent, Fishmonger May 16 at 9 Off Rec, 68, Castle st, Canterbury
 LOFTING, ARTHUR CHARLES, Wimbeldon, Clerk May 8 at 11 30 24, Railway app, London Bridge
 MCLENN, PAUL, Liverpool, auctioneer May 8 at 12 Off Rec, 35, Victoria st, Liverpool
 MCKRAN, EDWIN, Bradley, nr Bilet n, Staffs May 7 at 11 Off Rec, Wolverhampton st, Dudley
 MATFIELD, JOHN, Grantham, Baker May 7 at 3 Off Rec, 4, Castle pl, Park st, Nottingham
 MEESE, CATHERINE JANE, Harborne, Staffs, Licensed Victualler May 8 at 11 174, Corporation st, Birmingham
 MURPHY, THOMAS, Nelson, Lancs, Surgeon May 7 at 11 Off Rec, 14, Chapel st, Preston
 RIGBY WILLIAM, Walsanton, Staffs, Tailor May 7 at 11 30 Off Rec, Kiosk st, Newcastle under Lyme
 RUSSELL, MARY BRADLEY, Gloucester, Stationer May 7 at 3 30 Off Rec, 14, Chapel st, Gloucester
 SARGENT, ALFRED LANDPORT, Hants, Painter May 7 at 3 Off Rec, Cambridge junc, High st, Portsmouth
 SARGENT, WILLIAM SAMUEL, Gusswick, Boatbuilder May 9 at 12 Room 24, Temple chm s, Temple av
 SMITH, HERBERT WILLIAM JOHNSON, Kingston upon Hull, Labourer May 7 at 11 30 Off Rec, Trinity House la, Hull
 SMITH, JOHN HAMILTON, Phil, Somerset May 8 at 12 45 Off Rec, Baldwin st, Bristol
 SNOW, FRANCIS, Tiverton, Grocer May 15 at 11 Off Rec, 13, Bedford rd, Exeter
 STAPLES, JOHN JAMES, Teddington, Solicitor May 8 at 12 30 24, Railway app, London Bridge
 STEAD, ALBERT EDWARD, Leeds May 7 at 11 Off Rec, 22, Park row, Leeds

STENT, WALTER, Guildford, Baker May 8 at 230 24, Railway app, London Bridge
 STRANGE, JAMES WALTER, Kew, Commission Agent May 7 at 11 30 24, Railway app, London Bridge
 WALKER, CHARLES FREDERICK, Hucknall, Lincs, Notts, Clerk May 7 at 12 30 Off Rec, 4, Castle pl, Park st, Nottingham
 WALKER, THOMAS NICHOLLS, Margate May 16 at 9 30 Off Rec, 68, Castle st, Canterbury

ADJUDICATIONS.

AGAR, JOHN YEOMAN, Kirton, Lincs, Potato Dealer Boston Pet April 27 Ord April 27
 BALLANTYNE, THOMAS STANWIX, nr Carlisle, Tailor's Cutter Carlisle Pet April 25 Ord April 25
 BANKS, WILLIAM HENRY COOPER, Woodville, Derbys, Grocer Burton on Trent Pet April 25 Ord April 25
 BARLING, ROBERT, Maidstone, Grocer Maidstone Pet April 27 Ord April 27
 BEALE, WILLIAM HENRY, Handsworth, Staffs Wolverhampton Pet April 25 Ord April 25
 BIRLEY, GARIBIDE, Manchester, Grocer Manchester Pet April 25 Ord April 25
 BROAD, HANNAH, Coleridge rd, Crouch End, Chemist High Court Pet April 27 Ord April 27
 BURTON, WILLIAM, Ormskirk, Lancs, Provision Merchant Liverpool Pet April 25 Ord April 25
 COOLE, ALBERT EDWARD, Cardiff, Grocer Cardiff Pet April 25 Ord April 25
 CHAYEN, JOHN, Sheffield, Builder Sheffield Pet March 20 Ord April 25
 DIBBEN, GEORGE, Holloway rd, Islington, Furniture Remover High Court Pet March 27 Ord April 26
 DRAKE, RICHARD, Attleborough, Norfolk, Coachbuilder Norwich Pet April 27 Ord April 27
 EVANS, JOSEPH HENRY, Brynmawr, Brecons, Tailor Tredgar Pet April 27 Ord April 27
 FIELDEN, GEORGE WILLIAM, Walton, Surrey, Grocer Kingston, Surrey Pet April 12 Ord April 25
 GEORGE, FREDERICK, Stratford, Solicitor High Court Pet March 27 Ord April 27
 GODDARD, T S, Leyton, Essex, Professor of Music High Court Pet March 18 Ord April 25
 HAYES, RICHARD WILLIAM PALMER, Hartlepool, Grocer's Assistant Sunderland Pet April 26 Ord April 25
 HOCKENHULL, JOSEPH, Alderley Edge, Chester, Carter Macclesfield Pet April 21 Ord April 26
 HODGETTS, FRANK, Langley Green, nr Oldbury, Worcester, Grocer's Assistant West Bromwich Pet April 25 Ord April 25
 HUBBARD, ARTHUR, Countesthorpe, Leicester, Coal Dealer Leicester Pet April 27 Ord April 27
 JONES, THOMAS WILLIAM, West Bromwich, Staffs, Corn Merchant West Bromwich Pet April 27 Ord April 27
 KNOWLES, EDWIN WILLIAM, Southtown, Norfolk, Painter Gt Yarmouth Pet April 27 Ord April 27
 LEACH, WILLIAM WALTHAM CROSS, Herts, Chemist Edmonton Pet April 25 Ord April 25
 LEATHER, JOHN WILLIAM, St Leonards on Sea, Jobmaster Hastings Pet April 23 Ord April 26
 LEWIS, SIDNEY ALBERT, Cambridge, Tailor Cambridge Pet April 25 Ord April 25
 LONDON, FREDERICK HANDSWORTH BIRMINGHAM Pet April 15 Ord April 25
 MILLS, BENJAMIN GEORGE, Norwich, Butcher Norwich Pet April 26 Ord April 25
 MOAT, THOMAS, jun, Willoughby, Lincs, Grocer Boston Pet April 22 Ord April 25
 MOON, WILLIAM, and WILLIAM GARNER, Bexhill, Builders Hastings Pet April 15 Ord April 27
 MORTIMER, GEORGE PHILIP, Reading, Grocer Reading Pet April 26 Ord April 26
 PAYNE, JOSEPH, Black Heath, Staffs, Grocer Dudley Pet April 27 Ord April 27
 PRICE, WILLIAM, Blenheim, Mon, Carpenter Tredgar Pet April 27 Ord April 27
 REDMAN, ANN, Bradford, Confectioner Bradford Pet April 27 Ord April 27
 REES, WILLIAM, Fencalld, Glam, Grocer Swansea Pet April 18 Ord April 25
 ROBERT, SHADRACH GEORGE, Lower Park rd, Peckham, Tea Merchant High Court Pet April 25 Ord April 25

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